

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

No. 10,466

BRIEF FOR APPELLANTS AND JOINT APPENDIX

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

____ 148

SARAH McCANN, RAYMOND T. HOWARD, *Appellants,*

VS.

HEDWIGA S. KEEGAN, ARTHUR C. KEEFER, ET AL., *Appellees.*

Appeal from the United States District Court
for the District of Columbia
United States Court of Appeals
For the
District of Columbia Circuit

FILED DEC 15 1949

Joseph W. Stewart
CLERK

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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 10,466

SARAH McCANN, RAYMOND T. HOWARD, *Appellants*,

VS.

HEDWIGA S. KEEGAN, ARTHUR C. KEEFER, ET AL., *Appellees*.

Appeal from the United States District Court
for the District of Columbia

BRIEF FOR APPELLANTS

JURISDICTIONAL STATEMENT

Jurisdiction in the lower Court was founded on Title II Section 305, 306 of the District of Columbia Code. Jurisdiction of the appeal is based on Title II, Section 101 of the District of Columbia Code of 1940.

STATEMENT OF THE CASE

For convenience the parties will be described as they appear in the lower court.

This is an appeal from an order of the District Court for the District of Columbia dated 2 Sept., 1949 granting a motion for a summary judgment for the Defendant. (App. 24)

The Plaintiffs, filed an amended complaint to set aside a foreclosure sale (App. p. 2) conducted under the authority, purportedly, of a certain deed of trust. The plaintiffs were the grantors under the deed which was given to secure payment of an obligation held by the defendant Keegan. The defendants Arthur Keefer and Richard Norris were named therein as trustees. The defendant Edgar E. Quayle was the purchaser at the foreclosure sale. In the alternative the plaintiffs sought damages in the sum of \$4700 which represented the difference between what the property brought at the sale and what the plaintiffs would prove it was in fact worth.

The complaint set forth three primary factual basis for setting aside the sale:

1. The sale was conducted when the weather conditions then existing and which immediately preceded the sale were such as to make it obvious to anyone exercising due care that a reasonable number of bidders would not appear out of doors in front of the premises where the sale was conducted. That, in fact, as a result of these threatening conditions very few bidders did appear and only two or three bids were received.

2. The advertisement of the sale undervalued the property, and was incorrect and seriously misleading in two respects. The property was described as a two story house when in fact it was a three story house. The garage was described as being built-in whereas in fact it was a separate and distinct structure.

The complaint states that it was a result of these deficiencies in the conduct of the sale that the inadequate price was received.

3. The defendant Keefer was the attorney for the holder of the secured obligation, the defendant Keegan and had advised and continually represented her in the transaction here involved. This position conflicted with his fiduciary obligation to the plaintiffs under the deed of trust.

The complaint further alleges that it was due to illness that the Plaintiffs were unable to make the required payments. That at no time were they in a position, at the time of the sale to request the trustees to postpone the sale, since the trustees did not make it known to them that they were present. The plaintiffs under the terms of the deed of trust are obligated to pay the trustees the total compensation for the services rendered in the conduct of the sale.

The record indicates that this suit was filed one week after the sale was conducted.

The defendants then filed a motion to dismiss the amended complaint on the ground that it failed to state a cause of action (App. 5) which motion was denied by Judge Morris (App. 5). The defendants then filed an answer which denied substantially all of the allegations of the complaint.

A motion for a summary judgment was then filed on behalf of the defendants (App. 8 et seq.). The affidavits attached thereto again denied most of the material allegations of the complaint. (App. 9 et seq.) The plaintiffs submitted points and authorities in opposition to the motion with affidavits which substantiated each and every allegation of the amended complaint (App. 18 et seq.) Interrogatories were answered by the Defendant Keefer which demonstrated that the note had been transferred to one Sarah Gooden, the daughter of the defendant Keegan. App. 25. After argument the court granted the motion of the defendants. The Plaintiffs appeal from that order. (App. 24)

FEDERAL RULES OF CIVIL PROCEDURE

Rule 56. SUMMARY JUDGMENT

* * * *

“(b) **FOR DEFENDING PARTY.** A party against whom a claim, counterclaim, or cross-claim is asserted or a declaratory judgment is sought may, at any time, move with or without supporting affidavits for a summary judgment in his favor as to all or any part thereof.

“(c) **MOTION AND PROCEEDINGS THEREON.** The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidavits. The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.

“(d) **CASE NOT FULLY ADJUDICATED ON MOTION.** If on motion under this rule judgment is not rendered upon the whole case or for all the relief asked and a trial is necessary, the court at the hearing of the motion, by examining the pleadings and the evidence before it and by interrogating counsel, shall if practicable ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted. It shall thereupon make an order specifying the facts that appear without substantial controversy, including the extent to which the amount of damages or other relief is not in controversy, and directing such further proceedings in the action as are just. Upon the trial of the action the facts so specified shall be deemed established, and the trial shall be conducted accordingly.

“(e) **FORM OF AFFIDAVITS: FURTHER TESTIMONY.** Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall

show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The Court may permit affidavits to be supplemented or opposed by depositions or by further affidavits. * * *

STATEMENT OF POINTS

The Court below erred in granting the defendant's motion for summary judgment.

SUMMARY OF ARGUMENT

I. Material issues of fact were raised by the record before the Court below as to:

a) Whether or not the advertisement was prejudicially misleading.

b) The effect of the weather conditions on the price received at the sale.

c) The real value of the property sold which preclude the granting of the motion for summary judgment.

II. The facts which were not controverted were in themselves sufficient to require the Court below to deny the motion for summary judgment.

ARGUMENT

I. Material Issues of Fact Were Raised by the Record Before the Court Below.

The cases are legion which caution the lower courts to exercise the power to grant a motion for summary judgment only in cases where no material issue of fact has been raised. On this point the rule itself is clear. Federal Rules of Civil Procedure, Rule 56. In the case

of *Wittlin v. Giacalone*, 81 U. S. App. D. C. 20, 21, 154 F2nd 20, the Court stated the correct approach to be taken by the trial courts.

“It is well established that one who moves for summary judgment has the burden of demonstrating clearly the absence of any genuine issue of fact and that any doubt as to the existence of such an issue is resolved against the movant. The Courts are quite critical of the papers presented by the moving party, but not of the opposing papers.”

This being the rule, on the pleadings, affidavits, and interrogatories before the Court the motion should not have been granted since several issues of fact were presented.

The plaintiffs alleged in their complaint that the house in question was a three story house and that the defendant trustees inaccurately advertised the property for sale when they described it as containing only two stories. The answer of the defendants asserted that in this respect, at least, the property was properly described. The same assertion and denial were contained in the affidavits filed with the motion for summary judgment. Upon a trial of this issue the plaintiff could show that in accordance with the practice of those regularly engaged in similar sales of real estate, the property should have been described as a three story house. An incorrect description, such as this, would give the premises a less attractive appearance than that which in fact existed and the plaintiffs could show at a trial that this was a factor in the receipt of the inadequate price. Such a departure from the standards of due care is highly material, *Kres v. Hornstein*, 155 Atl. 171, 161 Md. 1, especially when coupled with the additional admittedly inaccurate description of the garage.

Assuming that the trustees were under no duty to describe the premises with as much detail as they did, it

was incumbent upon them once they understood such a description to make certain that it was an accurate one. If they failed to do so, the failure is also highly material.

The affidavits of the defendants and their answer denied that the weather conditions were such as to interfere with the proper conduct of the sale. This was in direct contradiction with the complaint of the plaintiffs and their affidavits. When a foreclosure sale is scheduled for a time when the conditions then in existence would seriously discourage the appearance of a substantial number of bidders, it is the duty of the trustees to postpone the sale. They should then conduct it under conditions which would not preclude the disposition of the property at a reasonable price.

In *Holman v. Ryon*, 61 App. D. C. 11, 56 F. 2d, 307, the Court stated:

"In the event it becomes necessary to sell the trust property it is his (the trustee's) duty not only to conform to the legal requirements but to see that the sale is conducted fairly, to the end that a reasonable amount may be realized therefrom. . . . and it is common knowledge that trustees, in the conscientious performance of their duty, will postpone a sale if conditions are so unfavorable as to preclude a reasonable bid for the property."

It is urged here that upon a trial the plaintiffs in accordance with their pleadings and affidavits would prove that the conditions then existing were highly unfavorable and did, in fact, discourage prospective bidders from appearing.

Fowler v. Taylor, 8 Mackey (D. C.) 456.

Anderson v. White, 2 App. D. C. 408.

Chilton v. Brooks, 69 Md. 584, 16 Atl. 373.

The plaintiffs alleged that as a result of the inaccuracies in the advertisement and the weather conditions they received a price substantially less than that which would have otherwise been received. To bolster this contention,

affidavits were filed by the plaintiffs which stated that the fair market value of the premises was \$3,700.00 or \$4,700.00 in excess of that received at the sale. By their answer the defendants denied this discrepancy and asserted that the price was reasonable. Again an issue of fact was presented for trial. Inadequacy of price of the sort here alleged is not, admittedly, in itself sufficient to warrant the setting aside of this sale. However, when viewed along with the deficiencies otherwise existing in the sale it does present a strong "auxiliary argument". *Fowler v. Taylor, supra, 8 A. L. R. 1001*. It indicates that on the record now before the Court, the plaintiffs were damaged by the manner in which the sale was conducted and have reason to ask for some relief. In any event, the plaintiffs are entitled to have a day in Court on which these controverted issues may be determined in accordance with those procedures which permit a full disclosure of the facts and cross examination of those who testify. The granting of the motion was an unwarranted and needless deprivation of this right.

Assuming that the Court below can take judicial notice of the weather condition which preceded and existed at the time of the sale, *Wigmore, Evidence, Sec. 2565 et seq.*, the Monthly Climatological Summaries App. 22A-22A-8 which were appended to the plaintiffs opposition to the motion substantiate in every detail the allegation of their amended complaint. On the 31st of March, the day prior to the sale there was more precipitation than on any other day of that month. It was the only day with more than one inch of precipitation. There were thunderstorms on that day as well as on the day the sale was conducted. There was no sunshine on the 1st of April from sunrise to sunset. From 4:00 P. M., when the sale was to begin until after 6:00 P. M. rain was, in fact, falling.

In any event, the effect of these conditions upon prospective purchasers is a factual question to be determined by a trial on the merits.

II. The Facts Which Were Not Controverted Were In Themselves Sufficient to Require the Court Below to Deny the Motion for Summary Judgment.

Trustees Acting Under a Deed of Trust Owe a Fiduciary Duty to the Grantor As Well As to the Holder of the Secured Obligations. *Smith v. Olcott*, 18 App. D. C. 61, *Holman v. Ryan*, *supra*.

The trustees, named as defendants, violated their fiduciary duty by their failure

“to exercise the same judgment and prudence in making a sale that a careful owner would exercise.”

Kres v. Hornstien, *supra*.

The admitted inaccurate description of the garage and the admission that the weather was inclement, in themselves indicate a failure to conform to the standard set forth above, assuming that the plaintiff would be totally unable to carry the burden of proving their allegations in other respects.

When it is noted that the trustee Keefer was the attorney for one of the noteholders, it becomes more credible that he neglected his duty to the owners of the property in his zeal to properly represent his client. The existence of such a conflict of interest has been criticized by this Court in the past.

“We have repeatedly pointed out the impropriety of the exercise of a power of sale under a deed of trust by a trustee who is, *or is associated with*, the owner of the debt secured.” *Canelacos v. Holloway*, 75 App. D. C. 58, 123 F. 2d 934, 138 ALR 1010.

This, in itself, probably would not justify the sale being set aside but with the other facts appearing on the record the case should be returned to the Court below so that the matter may be thoroughly scrutinized with the searching eye of cross-examination. *Clark v. Freedman*, 100 U. S. 149, 25 L. Ed. 573.

It has been contended that the rights of the purchaser at foreclosure sales are to be protected and not prejudiced by hastily setting such sales aside. *Canelacos v. Holloway, supra.*

The record here indicates that within a week from the time of the purchase, the purchaser was notified of this suit. It is apparent therefore, that he could not have acquired any equities in reliance upon the validity of the sale which would be affected by setting it aside. Furthermore, granting the alternative request for relief would not deprive him of the bargain he has obtained but would adequately compensate the plaintiffs.

The record further indicates that at the time this suit was filed the noteholders were amply secured and are to this day. There was never the slightest indication that a postponement with re-advertisement would in any way prejudice their ability to recover on their obligations. The conduct of the trustees under these circumstances is particularly indicative of unseemingly haste in disregard of the rights of the owner. Not only were they in a fiduciary relationship with him, but he was the one who was to compensate them for any services they might render. The financial burden of any further action was to be borne by the plaintiffs and the plaintiffs alone.

It is clear that the plaintiffs made the best effort they could in view of their health, to dispose of the property prior to the foreclosure sale. There is nothing in the record to explain their failure to meet the payments except the extreme hardship imposed on them by the inroads of illness. Clearly, they are sorely in need of the \$4700.00 of which they were deprived by the request of the trustees named as defendants herein.

Although the defendant trustees were present at the sale, they admittedly failed to make any effort whatsoever to discuss the sale with the owners of the house. He, of

course, being ill was unable to venture forth under the weather conditions then existing. Consequently, despite their knowledge of the then existing circumstances, they completely neglected to determine the position of the person most interested in the outcome of the sale—and the person who was to completely compensate them. This is a significant indication of the attitude these trustees manifested towards the duty which the law imposed on them.

All of these facts, and others which would be brought forth upon a trial on the merits, should be considered by a Court in deciding a case of this nature.

Jackson v. Fuller, 66 App. D. C. 339, 85 F. 2d. 816.

Finally, a brief comment on the broader implications of the Court's decisions in this case—Practically every home in the District of Columbia is subject to a deed of trust similar to that which is the center of this controversy. At a time when our recent period of prosperity seems to be drawing to an end, it would be appropriate indeed to give a word of warning to those who may in the future have to dispose of the homes of the sick and the poor. If a member of the Bar has chosen to act as trustee when his client is the holder of the secured obligation, a reversal of the lower court's decision will remind him that he must act with care; the same care that he would use if the home were his own. The facts of this case indicate that there is a need for such a clarification of the existing law.

AUSTIN F. CANFIELD,
RALPH F. BERLOW,
Attorneys for Appellants.

APPENDIX

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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 10,466

SARAH McCANN, RAYMOND T. HOWARD, *Appellants*,

VS.

HEDWIGA S. KEEGAN, ARTHUR C. KEEFER, ET AL., *Appellees*.

Appeal from the United States District Court
for the District of Columbia

JOINT APPENDIX

4 Filed May 27 1949 Harry M. Hull, Clerk

Civil Action No. 1499-49

IN THE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

SARAH McCANN, 428 E. Drinker Street, Dunmore, Pennsylvania and RAYMOND T. HOWARD, 1826 Biltmore Street, N. W., Washington, D. C.,

Plaintiffs,

vs.

HEDWIGA S. KEEGAN, 917 18th Street, N. W., Washington, D. C., and ARTHUR C. KEEFER, 318 7th Street, N. W., Washington, D. C., and RICHARD A. NORRIS, 318 7th Street, N. W., Washington, D. C., and EDGAR E. QUAYLE, 1822 Biltmore Street, N. W., Washington, D. C.,

Defendants.

Amended Complaint

(To Set Aside Foreclosure Sale)

1. The plaintiff, Raymond T. Howard, is a resident of the District of Columbia. Plaintiff, Sarah McCann is a resident of the State of Pennsylvania. All of the defendants are residents of the District of Columbia. The amount in controversy is in excess of \$3,000.00.

2. On September 13, 1946, plaintiffs Raymond T. Howard and Sarah McCann as tenants in common, conveyed by Deed of Trust the premises 1826 Biltmore Street, N. W., designated on the Records of the Assessor of the District of Columbia, for taxation purposes, as Lot 818 in Square No. 2549, to defendants Arthur C. Keefer and Richard A. Norris, as trustees, to secure defendant Hedwiga S. Keegan, Fifty-four hundred dollars (\$5400.00) balance of purchase price, one joint and several note of even date with interest at six per cent (6%) per annum, principal and interest payable in monthly installments of \$168.75 on the 13th day of each and every month after date.

5

3. Since the date of the purchase of the premises aforesaid, the plaintiffs have expended for capital improvements sums in excess of \$5,000.00, which have resulted in appreciably increasing the market value of said premises aside from any increase due to fluctuation in value.

4. Large and onerous expenses were incurred by both plaintiffs as the result of serious illness and they were as a result unable to make the payments aforesaid. Defendants Keefer and Norris, in their capacity as trustees under the Deed of Trust, caused said premises to be sold to the defendant Quayle at public auction in front of said premises on Friday, April 1, 1949.

5. The price received for said premises was inadequate and unfair, said price being \$21,300.00, whereas the true market value of the above premises is between \$25,000.00 and \$26,000.00. Said inadequate price was received as the result of the improper and unfair conduct of the defendant trustees in their management of the sale.

6. On the day and evening prior to April 1, 1949, when said sale was conducted, it rained and the sky was completely overcast. On the day said sale was in fact conducted, thunderstorms, fog and rain occurred. The sky was completely overcast and there was no sunshine. At the time the bidding was commenced, rain was actually falling. Due to the aforesaid weather conditions, no more than two or three actual bidders appeared and no more than two or three bids were in fact received at said sale. As a result of the improper conduct of the trustees in failing to postpone the sale under the above circumstances, said inadequate price was received.

7. The plaintiffs did not see either of the trustees at the sale, nor did they make their presence known to them so that they could request a postponement. The auctioneer who was present at the sale refused to postpone it without the consent of the trustees.

6 8. The deed of trust provides, in substance, that the compensation of the trustees, representing five

(5%) per cent of the sale price and the compensation of the auctioneer shall be paid in toto by the plaintiffs.

9. Said sale was improperly conducted in that the advertisement published incompletely, inaccurately and inadequately described the premises involved herein. Said property was described as a two-story dwelling, whereas in fact there is a third floor with several finished rooms. The garage was described as being "built-in" whereas in fact it is a separate and distinct brick structure. As a result of said improper advertising, prospective purchasers were not apprised of the true value of the premises, with the result that said inadequate price was received.

10. The defendant Keefer acted improperly in assuming to act as trustee for the plaintiffs and the defendant Keegan. At the time the above premises were sold to the plaintiffs he acted as the representative of the defendant Keegan who was the vendor and prior to and including that time and up to the present has acted as her attorney and otherwise as her confidential business adviser.

WHEREFORE THE PREMISES CONSIDERED, plaintiffs pray:

1. That the foreclosure sale be set aside and declared null and void or, in the alternative,

2. That damages be assessed against said defendant trustees in the amount of \$4,700.00.

3. The plaintiffs may have such other and further relief as the Court may seem just and proper.

/s/ Austin F. Canfield

Austin F. Canfield

/s/ Ralph F. Berlow

Ralph F. Berlow,

Attorneys for Plaintiffs,

637 Woodward Building,

Washington 5, D. C.

* * * *

8 Filed Jun 3 1949 Harry M. Hull, Clerk

*Motion of Defendants to Dismiss Amended
Complaint for Failure to State a Claim*

The defendants, Hedwiga S. Keegan, Arthur C. Keefer, Richard A. Norris and Edgar E. Quayle, move the Court as follows:

To dismiss the action because the amended complaint filed herein fails to state a claim against the defendants upon which relief can be granted.

/s/ Arthur C. Elgin,
Arthur C. Elgin,
Attorney for Defendants.

* * * *

9 Filed Jul 13 1949 Harry M. Hull, Clerk

Order

This cause was heard on motion of the defendants to dismiss the complaint herein on the ground that it failed to state a claim and having been fully advised upon hearing of this motion, it is by the Court this 13th day of July, 1949,

ORDERED, that the motion be and the same hereby is denied without prejudice.

Jas. W. Morris,
Judge

* * * *

10 Filed Jul 20 1949 Harry M. Hull, Clerk

*Joint and Several Answer of Hedwiga S. Keegan,
Arthur C. Keefer, Richard A. Norris and Edgar
E. Quayle to Plaintiffs' Amended Complaint*

1. These defendants admit the allegations contained in paragraph 1.

2. These defendants admit the allegations contained in paragraph 2.

3. These defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3.

Further answering said paragraph 3 these defendants are informed that before structural or capital improvements are made to any dwelling in the District of Columbia it is necessary to obtain a permit therefor from the District Commisioners, and your defendants are informed by the office in charge of the issuance of building permits in the District of Columbia that only three permits have been issued since September 9, 1946, as follows:

Sept. 9, 1946, permit to plaintiff Raymond T. Howard for repairs to said premises amounting to \$75.00;

Oct. 14, 1946, permit to plaintiff Raymond T. Howard for repairs to said premises amounting to \$40.00;

Oct. 15, 1946, permit to plaintiff Sarah McCann for repairs to said premises amounting to \$60.00.

11 4. These defendants have no knowledge concerning the allegations contained in paragraph 4 except that the defendants Arthur C. Keefer and Richard A. Norris were requested by the holders and owners of the note secured by the deed of trust mentioned in paragraph 2 to advertise the property for sale because of default in the payments, and that as a result thereof said property was advertised for sale on April 1, 1949, and sold to the defendant Edgar E. Quayle and his wife, Helen B. Quayle, who were the highest bidders therefor.

5. Answering paragraph 5, these defendants say that the property was sold at public auction in front of the premises on Friday, April 1, 1949, to Dr. Edgar E. Quayle and Helen B. Quayle, his wife, for the sum of sixty-three hundred dollars (\$6300.00), subject to a first trust of fifteen thousand dollars (\$15,000.00).

These defendants deny all of the other allegations contained in said paragraph 5.

6. Answering paragraph 6, these defendants say that they, with the exception of Hedwiga S. Keegan, were all

present at the time of the sale with a number of other persons, all of whom remained on the sidewalk in front of the premises until the property was finally sold. These defendants further say that the sale was announced at 4:00 o'clock P. M. by the auctioneer, at which time the sky was overcast, but there was no thunderstorm or rainfall although there may have been a drop or two of rain which fell during the auction proceedings, but it did not cause any of these defendants or those in attendance to seek shelter or leave the sale. These defendants further say that the sky was overcast on April 1, 1949, and that between the hours of 3:15 o'clock P. M. and 5:32 o'clock P. M. there were traces of rain, quite light, but not in an amount which could be measured by the United States Weather Bureau.

7. Answering paragraph 7, these defendants say
12 that both Arthur C. Keefer and Richard A. Norris, trustees, were personally present at the sale and remained throughout the entire auction proceeding.

8. These defendants admit the allegations contained in paragraph 8.

9. Answering paragraph 9, these defendants say that the property was advertised in five issues of the Evening Star newspaper, which advertisement, in part, stated:

"TRUSTEES' SALE OF TWO-STORY DETACHED BRICK DWELLING NO. 1826 BILTMORE STREET, N. W., MODERN IMPROVEMENTS, OIL HEAT, BUILT-IN GARAGE."

These defendants further say that it is a fact that there was not a built-in garage but a detached garage, which fact was announced by the auctioneer at the time of the sale.

Further answering said paragraph, these defendants say that the property is improved by a two story dwelling and an attic over a portion of the building, which plaintiffs assert to be a third floor with several finished rooms.

These defendants deny all of the other allegations contained in said paragraph 9.

10. Answering paragraph 10, these defendants say that at the time of sale and for a long time prior thereto the note secured by the deed of trust referred to in these proceedings was owned by Harry L. Smith and Helen Gooden, who had purchased the same for value.

The defendant, Arthur C. Keefer, further answering said paragraph 10 admits that he has on various occasions acted as attorney for Hedwiga S. Keegan and has been personally acquainted with her for a long period of time.

/s/ Arthur C. Elgin
 Arthur C. Elgin,
 900 F Street, N. W.,
 Washington, D. C.,
Attorney for the Defendants.

* * * *

14 Filed Jul 22 1949 Harry M. Hull, Clerk

*Motion of the Defendants for Summary
 Judgment Against the Plaintiffs*

The defendants Hedwiga S. Keegan, Arthur C. Keefer, Richard A. Norris and Edgar E. Quayle, move the Court to enter a summary judgment for said defendants against the plaintiffs, Sarah McCann and Raymond T. Howard, pursuant to Rule 56 of the Federal Rules of Civil Procedure. They refer the Court to the affidavits of Adam A. Weschler, Richard A. Norris, Helen B. Quayle, Harry L. Smith, James M. Palmer, H. Lamar Henderson, James J. Koutsos, and Arthur C. Keefer hereto attached, and make the same a part of this motion, and these defendants state further as follows:

1. The pleadings and affidavits referred to show that there is no genuine issue as to any material fact and that the defendants Hedwiga S. Keegan, Arthur C. Keefer,

Richard A. Norris and Edgar E. Quayle are entitled to judgment as a matter of law. This is elaborated in the points and authorities filed herewith.

/s/ Arthur C. Elgin
 Arthur C. Elgin
 /s/ Arthur C. Keefer,
 Arthur C. Keefer,
 900 F Street, N. W.,
 Washington, D. C.,
Attorney for the Defendants.

* * * *

16 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of Adam A. Weschler

DISTRICT OF COLUMBIA, ss:

ADAM A. WESCHLER, being first duly sworn on oath, deposes and says that he has been in the auction business in the District of Columbia for more than fifty years; that on Friday, April 1, 1949, at the request of Arthur C. Keefer and Richard A. Norris, Trustees, he conducted the sale of property known as Lot 818, Square 2549, improved by premises 1826 Biltmore Street, Northwest, Washington, D. C.; that the sale took place at 4:00 o'clock P. M. in front of the premises, at which your affiant announced that there was a garage in the rear of the building instead of a built-in garage; that there were a number of people in attendance at the sale and there were several bidders for said property, and the same was finally sold to Dr. Edgar E. and Helen B. Quayle at and for the sum of sixty-three hundred dollars (\$6300.00), subject to a first trust of fifteen thousand dollars (\$15,000.00); that at said sale both Arthur C. Keefer and Richard A. Norris were present, and that in affiant's opinion said sale was fairly conducted and that the weather conditions at the time of the sale, in affiant's opinion, would not have pre-

vented anyone from being present and bidding for the property.

/s/ Adam A. Weschler.

SUBSCRIBED and SWORN to before me this 8th day of July, A. D. 1949.

Hazel M. Smith,
Notary Public, D. C.

* * * *

17 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of Richard A. Norris

DISTRICT OF COLUMBIA, ss:

RICHARD A. NORRIS, being first duly sworn on oath, deposes and says that he was named as trustee in a certain deed of trust dated the 13th day of September, 1946, executed by Raymond T. Howard and Sarah McCann, and recorded in Liber No. 8338, at folio 316 of the Land Records of the District of Columbia, which was given to secure Hedwiga S. Keegan the sum of fifty-four hundred dollars (\$5400.00), representing the balance of the purchase price of property known for the purpose of taxation in the District of Columbia as Lot 818 in Square 2549; that your affiant was requested by the holder of said note, because of default in the payment thereof, to advertise the property for sale; that your affiant and Arthur C. Keefer advertised the property for sale on Friday, April 1, 1949, notice thereof having been published in five issues of the Evening Star newspaper prior to the date of sale; that said sale was conducted by Adam A. Weschler and the property was sold to Dr. Edgar E. and Helen B. Quayle at and for the sum of sixty-three hundred dollars (\$6300.00), subject to a first trust of fifteen thousand dollars; that in affiant's opinion said sale was fairly conducted and there were a number of persons in attendance at the sale; that the weather conditions, while cloudy, were not,

in your affiant's opinion, sufficient to prevent anyone
 18 from attending said sale; that your affiant and Ar-
 thur C. Keefer did attend said sale, which took place
 in front of the premises, and remained until the property
 had been sold; that your affiant is not related to the
 holder of said note and has no financial interest therein.

/s/ Richard A. Norris.

SUBSCRIBED and SWORN to before me this 8th day
 of July, A. D. 1949.

Elizabeth M. Mehrling,
 Notary Public, D. C.

My Commission Expires Feb. 28, 1950.

* * * *

19 Filed Jul 22, 1949 Harry M. Hull, Clerk

Affidavit of Helen B. Quayle

DISTRICT OF COLUMBIA, ss:

HELEN B. QUAYLE, being first duly sworn on oath
 deposes and says that she is of lawful age, resides at
 premises 1822 Biltmore Street, Northwest, Washington,
 D. C.; that on Friday, April 1, 1949, at 4:00 o'clock P. M.
 she attended an auction sale which was held in front of
 premises 1826 Biltmore Street, Northwest, Washington,
 D. C.; that there were a number of persons present at the
 time of the sale, and there was spirited bidding for the
 property by several persons; that at the time of the sale
 the sky was overcast and that a few drops of rain had
 fallen a short time before the sale, but at the time of the
 sale there was neither a thunderstorm or rainfall; that
 during the sale a drop or two of rain fell but it did not
 cause the auctioneer to close his book, which he kept open
 during the entire sale and from which he had read the
 notice of sale as published by the trustees; that your af-
 fiant did not have an umbrella at the time of sale and no
 one present had one according to affiant's observation, and

affiant did not get wet, although she remained on the sidewalk throughout the sale.

/s/ Helen B. Quayle.

SUBSCRIBED and SWORN to before me this 20 day of July, A. D. 1949.

Ben Parson,
Notary Public, D. C.

My Commission Expires November 15, 1950.

* * * *

20 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of Harry L. Smith

DISTRICT OF COLUMBIA, ss:

HARRY L. SMITH, being first duly sworn on oath deposes and says that he is Assistant Treasurer of The Washington Loan and Trust Company, a body corporate of Washington, D. C.; that he and Helen Gooden are the holders and owners of a certain deed of trust note dated the 13th day of September, 1946, made by Raymond T. Howard and Sarah McCann, which said note they purchased from Hedwiga S. Keegan on or about the 25th day of October, 1946; that said note was secured by a deed of trust dated the 13th day of September, 1946, conveying Lot 818 in Square 2549; that this affiant requested Arthur C. Keefer and Richard A. Norris, trustees, to advertise the property for sale because of default in the payment of said note; that said property was advertised for sale by said trustees, and a sale of said property occurred on Friday, April 1, 1949, at 4:00 o'clock P. M. in front of premises 1826 Biltmore Street, Northwest, Washington, D. C.; that your affiant was personally present at the sale, which was attended by a number of persons; that the sky was overcast at the time of sale and it is possible that one or two drops of rain may have fallen during the time the auctioneer was conducting the sale but it did not cause your affiant or any persons present to seek shelter or leave the

sidewalk in front of the premises where the sale was being conducted; that affiant further says that said property is subject to a first trust note in the sum of fifteen thousand dollars (\$15,000.00) held by the Collection Department of The Washington Loan and Trust Company for the account of Hedwiga S. Keegan, which said note bears interest at the rate of $4\frac{1}{2}\%$ per annum, and the interest has not been paid on said note since April 13, 1948; that the second trust note held by affiant and Helen Gooden is payable in monthly instalments of \$168.75 and that at the time of the sale there were twelve monthly instalments overdue and unpaid; that no payments have been made on said note since January 18, 1949; that on or about the 1st day of September, 1948, and thereafter affiant made numerous attempts to collect the overdue instalments on the note described herein and employed an attorney to communicate with Raymond T. Howard and Sarah McCann, all of which were without avail, except as stated above.

/s/ Harry L. Smith.

SUBSCRIBED and SWORN to before me this 22nd day of July, A. D. 1949.

Hazel M. Smith,
Notary Public, D. C.

* * * *

22 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of James M. Palmer

DISTRICT OF COLUMBIA, ss:

JAMES M. PALMER, being first duly sworn on oath deposes and says that he is a salesman for the Home Realty Company, engaged in the real estate business in the District of Columbia, and that he was for some time prior to April 1, 1949, familiar with premises 1826 Biltmore Street, Northwest, Washington, D. C., which had been listed with his firm for sale by the owners Raymond T. Howard and Sarah McCann; that he was present at the

auction sale of premises 1826 Biltmore Street, Northwest, Washington, D. C., on Friday, April 1, 1949, which sale took place on the sidewalk in front of the premises at 4:00 o'clock P. M.; that at the time of the sale there were approximately thirty-five people present and a number of bidders; that the sale was conducted by Adam A. Weschler, who announced the terms of the sale and called attention to the fact that there was a detached garage instead of a built-in garage as shown by the advertisement; that the sky was overcast and there were a few drops of rain immediately prior to the sale; that he has no recollection of any rain falling at the time of the sale and that he did not observe any persons leaving the sale because of weather conditions, and the persons present remained until the property had been finally sold; that in affiant's opinion the sale was fairly conducted and brought an excellent price which, in his opinion, was equal to or in excess of the fair market value of said property.

23

/s/ JJames M. Palmer.

SUBSCRIBED and SWORN to before me this 20th day of July, A. D. 1949.

Hazel M. Smith,
Notary Public, D. C.

* * * *

24 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of H. Lamar Henderson

DISTRICT OF COLUMBIA, ss:

H. LAMAR HENDERSON, being first duly sworn on oath deposes and says that he is of legal age and a member of the Bar of the District of Columbia; that he saw the notice of sale of premises 1826 Biltmore Street, Northwest, Washington, D. C., which appeared in the Evening Star newspaper; that he attended the sale on Friday, April 1, 1949; that the sale took place in front of the premises at 4:00 o'clock P. M., and was conducted by Adam A. Weschler, and your affiant was an active bidder for said property

and was interested in purchasing the same; that there were a number of people in attendance at the sale; that the bidding was active, and the sale, in affiant's opinion, was conducted fairly in every respect; that the sky was overcast and there may have been a drop or two of rain that fell during the sale but it was so mild that it did not require the auctioneer to close his plat book, and no one present, including affiant, as far as he noticed, left the sale until it was completed; that your affiant was one of the last bidders on the property, which was finally sold to Dr. Qualey and wife for what affiant believes to have been a fair price.

/s/ H. Lamar Henderson.

SUBSCRIBED and SWORN to before me this 21st day of July, 1949.

Lewis E. Thomas,
Notary Public, D. C.

My commission expires Oct. 14, 1951.

• • • •

25 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of James J. Koutsos

DISTRICT OF COLUMBIA, ss:

I, JAMES J. KOUTSOS, being first duly sworn under oath, deposes and says that he is of lawful age; that he is a resident of the State of Maryland and is engaged as a real estate salesman in the District of Columbia, and has been for several years; that he is familiar with property known as 1826 Biltmore Street, N. W., Washington, D. C.; that on April 1, 1949, he inspected said property and attended public sale thereof which was conducted in front of the premises by Adam A. Weschler; that at the time of the sale there were a number of persons present and bidding for said property, of whom this affiant was one; that the property, in his opinion, brought an excellent price, and the sale was conducted fairly in every respect; that he spoke to Mr. Norris, one of the trustees, at the time of

the sale; that the sky was overcast during the time of the sale, and there may have been one or two drops of rain, but he has no recollection of the same; that none of the persons at the sale left on account of weather conditions, and they remained on the sidewalk or on the premises throughout the proceedings until the auctioneer finally sold the property to the highest bidder.

/s/ James J. Koutsos.

SUBSCRIBED AND SWORN to before me this 20th day of July, 1949.

Elizabeth M. Mehrling,
Notary Public, D. C.

My commission expires Feb. 28, 1950.

* * * *

26 Filed Jul 22 1949 Harry M. Hull, Clerk

Affidavit of Arthur C. Keefer

DISTRICT OF COLUMBIA, ss:

ARTHUR C. KEEFER, being first duly sworn on oath deposes and says that he and Richard A. Norris were named as trustees in the deed of trust dated the 13th day of September, 1946, executed by Raymond T. Howard and Sarah McCann, and recorded in Liber No. 8338, at folio 361 of the Land Records of the District of Columbia, which was given to secure Hedwiga S. Keegan the sum of fifty-four hundred dollars (\$5400.00), representing the balance of the purchase price of property known for the purpose of taxation in the District of Columbia as Lot 818 in Square 2549; that said trustees were requested by the holder of said note, because of default in the payment thereof, to advertise the property for sale; that your affiant did notify the makers of said note that the property would be sold unless the overdue payments were made; that said Raymond T. Howard and Sarah McCann did not make said payments and said note was in default, and as a result thereof said trustees advertised the property for sale on Friday, April 1, 1949, notice thereof having

been published in five issues of the Evening Star newspaper prior to the date of sale; that said sale was conducted by Adam A. Weschler & Son, and, after spirited

27 bidding, the property was sold to Dr. Edgar E. and Helen B. Quayle for sixty-three hundred dollars (\$6300.00), subject to a first trust of fifteen thousand dollars (\$15,000.00); that said sale was fairly conducted and your trustees received a good price therefor; that said property had been sold to the said Raymond T. Howard and Sarah McCann by Hedwiga S. Keegan on the 28th day of August, 1946, for the sum of twenty-two thousand nine hundred dollars (\$22,900.00), payable twenty-five hundred dollars (\$2500.00) in cash, and the balance of the purchase price represented by a fifteen thousand dollar (\$15,000.00) first mortgage and a fifty-four hundred dollar (\$5400.00) second mortgage; affiant further says that he is personally acquainted with Mrs. Hedwiga S. Keegan and that he has had no business dealings with her except as attorney and client, and that neither affiant nor Richard A. Norris is the owner of or has any financial interest in the fifty-four hundred dollar (\$5400.00) note mentioned herein; that your affiant and his co-trustee, Richard A. Norris, were in attendance at the sale which took place in front of the premises; that there were a number of people present at the time of said sale, several of whom bid for said property; that the auctioneer announced at the time of sale that the property was improved by a garage in the rear of the house rather than a built-in garage; that immediately prior to and at the time of the sale the sky was overcast and during the course of the sale there may have been one or two drops of rain which fell but it did not cause anyone to leave the sale or seek shelter from the sidewalk in front of the premises where the sale was taking place; affiant further says that he is informed and believes that between the hours of 3:15 P. M. and 5:32 P. M. on Friday, April 1, 1949, there were traces of rain in the District of Columbia, quite light and not measurable by the United States Weather Bureau, as will

appear from a statement of that Governmental Agency attached hereto and made a part hereof. Affiant further says that no interest on the first trust note of fifteen thousand dollars (\$15,000.00) has been paid since April 28 13, 1948, and that thirteen (13) payments each in the sum of one hundred sixty-eight and 75/100 dollars (\$168.75) are overdue on the second trust note. Affiant further states that he is informed and believes that the plaintiffs in this case, Sarah McCann and Raymond T. Howard, are now and have been for many months conducting a rooming house in said premises 1826 Biltmore Street, Northwest, Washington, D. C.

/s/ Arthur C. Keefer.

SUBSCRIBED and SWORN to before me this 20th day of July, A. D. 1949.

Hazel M. Smith,
Notary Public, D. C.

• • • •

30 Filed Aug 10 1949 Harry M. Hull, Clerk

*Points and Authorities in Opposition to
Motion for Summary Judgment*

The record in this case shows that on the 3rd day of June, 1949, the defendants moved this Court to dismiss the amended complaint filed herein on the ground that it failed to state facts upon which relief could be granted. Upon being fully advised, on hearing of that motion, Judge Morris denied it. His order to that effect constitutes a part of the record before the Court. We respectfully call this Court's attention to the Points and Authorities in opposition to the aforementioned motion to dismiss, for the legal authorities upon which we base our opposition to the instant motion. The affidavits accompanying the defendant's motion for summary judgment either admit the allegations of the amended complaint or insofar as they deny those allegations they are sufficiently contradicted by the affidavits of the plaintiffs, filed herein, as to raise an issue of fact to be determined at a trial.

Consequently, in view of the ruling already made in this cause and the aforementioned affidavits on file at the time of hearing of the instant motion, this motion for summary judgment should be denied.

/s/ Austin F. Canfield
Austin F. Canfield
/s/ Ralph F. Berlow
Ralph F. Berlow,
Attorneys for Plaintiffs,
637 Woodward Bldg.,
Washington, D. C.

* * * *

32 Filed Aug 10 1949 Harry M. Hull, Clerk

Affidavit of Raymond T. Howard

DISTRICT OF COLUMBIA, ss:

I, Raymond T. Howard being first duly sworn subscribe and say: On September 13, 1946, I and my sister, Sarah McCann, purchased the premises 1826 Biltmore Street, N. W., subject to a second trust in the sum of \$5400.000, payable in monthly installments of \$168.75 on the 13th day of each month, the note secured by said premises being held by Hedwiga S. Keegan, the vendor thereof. Due to the illness of Sarah McCann, and subsequently my own as well, all of our available funds were utilized in obtaining the necessary medical care attendant thereto.

On, to wit, March 24, 1949, I read in the Washington Evening Star an advertisement of a foreclosure sale of the premises 1826 Biltmore Street. Prior to this time I had received no notice thereof. For several months prior to that time I had made conscientious efforts to sell the property, it being listed with several real estate agents for sale and continued to do so up to and including the time of the sale insofar as my health would permit. The said published advertisement was inaccurate and incorrect not

33 only in its description of the type of garage upon the premises but also in its description of the number of floors, there being two finished rooms on the third

floor which had been rented to roomers in the past for substantial sums. Both of these matters would make the premises appear to be of greater value than the impression conveyed by the incorrect advertisement aforesaid.

Continuously from the previous day up until the time of the auction sale conducted in front of the premises 1826 Biltmore Street, the weather conditions had been extremely threatening. At the time the sale was conducted rain was actually falling and I noticed that several umbrellas were raised by persons standing in front of the premises.

By far the greater number of persons attending the sale were neighbors and their children, no more than three interested bidders were present and no more than three bids were received.

I have been informed by real estate men of long experience and others familiar with these matters, that it is contrary to well established custom to conduct a sale under these circumstances but rather that the sale should be postponed and conducted at a later date. I am certain that if the sale had been conducted under more favorable conditions that a substantially larger price would have been received for the property.

I have expended \$5,000.00 in repairing and adding to the premises 1826 Biltmore Street for which I have bills rendered by those who performed the work and supplied the materials, in the approximate sum of \$5,000.00.

/s/ Raymond T. Howard.

Subscribed and sworn to before me this 9th day of August, 1949.

Henry M. Lesser,
Notary Public, D. C.

My commission expires August 15, 1953.

34 Filed Aug 10 1949 Harry M. Hull, Clerk

DISTRICT OF COLUMBIA, ss:

I, Marshall J. Waple being first duly sworn depose and say that I have been engaged in the real estate business

in the City of Washington, District of Columbia, for 25 years and have, during that period, dealt in the sale of properties of the type and description of the premises and improvements located at 1826 Biltmore Street, N. W., Washington, D. C., and I have examined said premises and that as a result of said examination it is my considered opinion that the said premises should be sold under present real estate market conditions for not less than Twenty-five Thousand and no/100 Dollars and should fairly be valued at that sum.

/s/ Marshall J. Waple.

Subscribed and sworn to before me this 19th day of April 1949.

Harry W. Ruth,
Notary Public, D. C.

My commission expires 8/12/52.

35 Filed Aug 10 1949 Harry M. Hull, Clerk
DISTRICT OF COLUMBIA, ss:

I, John W. Schaefer, being first duly sworn depose and say that I have been engaged in the real estate business in the City of Washington, District of Columbia, for 30 years and have, during that period, dealt in the sale of properties of the type and description of the premises and improvements located at 1826 Biltmore Street, N. W., Washington, D. C., and I have examined said premises and that as a result of said examination it is my considered opinion that the said premises should be sold under present real estate market conditions for not less than Twenty-Five Thousand Dollars and should fairly be valued at that sum.

/s/ John W. Schaefer.

Subscribed and sworn to before me this 19th day of April 1949.

Edith M. Stevens,
Notary Public, D. C.

My commission expires Nov. 15, 1953.

36 Filed Aug 10 1949 Harry M. Hull, Clerk
DISTRICT OF COLUMBIA, ss:

I, Roy W. Condit being first duly sworn depose and say that I have been engaged in the real estate business in the City of Washington, District of Columbia, for 25 years and have, during that period, dealt in the sale of properties of the type and description of the premises and improvements located at 1826 Biltmore Street, N. W., Washington, D. C., and I have examined said premises and that as a result of said examination it is my considered opinion that the said premises should be sold under present real estate market conditions for not less than Twenty-six Thousand Dollars and should fairly be valued at that sum.

/s/ Roy W. Condit.

Subscribed and sworn to before me this 19th day of April 1949.

Myrtelle Gordon Gemeny,
Notary Public, D. C.

My commission expires March 15, 1953.

* * * *

37 DEPARTMENT OF COMMERCE

Washington, July 12, 1949

I hereby certify that the annexed is a true copy of the original "Monthly Climatological Summary" — Washington, D. C. for March, April, and May 1949, published by the U. S. Weather Bureau by authority of the Department of Commerce.

in the U. S. Weather Bureau

/s/ Merrill Bernard
Acting Chief

Filed Aug 10 1949 Harry M. Hull, Clerk

OFFICE OF THE SECRETARY

I hereby certify that Merrill Bernard who signed the foregoing certificate, is now, and was at the time of sign-

WB FORM 1030

U. S. DEPARTMENT OF COMMERCE
CHARLES SAWYER, Secretary
WEATHER BUREAU
F. W. REICHELDERFER, Chief

MONTHLY CLIMATOLOGICAL SUMMARY

WITH COMPARATIVE DATA

WASHINGTON, D. C.

75th meridian time

March 1949

WASHINGTON, D. C. (City Office, 24th and M Streets, NW.) Phone: Michigan 3200

WASHINGTON, D. C. (National Airport Office) Phone: National 4830

Date	Temperature (°F.) ⁴				Heating degree days (base 65°)	Precipitation, inches ¹			Wind			Sunshine, percent ³	Average sky cover ² Scale 0 to 10	Temperature (°F.) ⁴								Precipitation total, midnight to midnight	Relative humidity, percent ⁵					
	Extremes		Average	Departure from normal		Total	Snow, sleet, hail, on ground at 7:30 p. m.	Prevailing direction	Max. speed, miles per hour	Direction of max. speed	Extremes			1:30 a. m.		7:30 a. m.		1:30 p. m.		7:30 p. m.			1:30 a.m.	7:30 a.m.	1:30 p.m.	7:30 p.m.		
	Mid. to mid.	Max.									Min.			Mid. to mid.	Dry bulb	Wet bulb	Dry bulb	Wet bulb	Dry bulb	Wet bulb	Dry bulb						Wet bulb	
1.....	37	23	30	-8	35	0.00	0.0	0.0	nw.	33	nw.	76	4	37	23	24	20	25	21	34	28	33	27	0.00	45	47	42	41
2.....	42	27	34	-4	31	.00	.0	.0	nw.	18	nw.	96	6	42	27	29	25	27	23	39	32	39	31	.00	58	50	35	33
3.....	44	33	38	-1	27	T.	T.	.0	n.	21	nw.	57	6	42	34	38	32	37	33	40	32	40	33	T.	46	63	36	45
4.....	53	27	40	+1	25	.00	.0	.0	s.	16	s.	76	3	52	28	34	30	29	27	47	39	45	39	.00	55	76	41	62
5.....	65	41	53	+14	12	.00	.0	.0	sw.	17	sw.	70	6	64	40	42	38	43	39	63	50	55	48	T.	71	70	88	57
6.....	70	40	55	+16	10	T.	.0	.0	n.	23	n.	34	7	70	40	47	42	52	46	63	53	48	41	T.	67	66	50	52
7.....	40	29	34	-6	31	.00	.0	.0	n.	28	n.	100	0	40	30	38	32	31	26	36	28	37	28	.00	42	53	27	24
8.....	57	28	42	+2	23	.00	.0	.0	n.	13	ne.	100	3	55	27	31	26	28	24	49	37	50	37	.00	42	47	20	21
9.....	59	31	45	+5	20	.00	.0	.0	s.	9	e.	59	7	58	33	37	33	34	31	57	42	53	40	T.	60	72	20	24
10.....	50	41	46	+5	19	.40	.0	.0	e.	17	e.	1	10	49	42	48	38	45	40	46	43	43	43	.24	31	66	82	97
11.....	46	35	40	-1	25	.04	.0	.0	nw.	26	nw.	85	4	46	35	41	40	36	32	43	35	39	32	.06	92	60	44	46
12.....	40	32	36	-5	29	.00	.0	.0	nw.	28	w.	50	6	40	32	33	30	33	28	38	30	35	29	T.	68	61	31	44
13.....	50	31	40	-2	25	.00	.0	.0	nw.	23	nw.	100	0	51	31	33	28	32	27	47	36	45	35	.00	45	52	25	29
14.....	55	33	44	+2	21	.00	.0	.0	w.	13	w.	83	5	56	33	39	33	34	31	53	39	49	40	.00	48	69	22	43
15.....	44	28	36	-6	29	.03	T.	.0	n.	25	n.	23	9	44	29	43	38	39	34	31	29	32	27	.01	61	57	78	46
16.....	44	25	34	-8	31	.00	.0	.0	nw.	19	nw.	92	3	43	24	27	23	24	22	39	30	40	32	.00	44	62	25	37
17.....	49	37	43	0	22	T.	.0	.0	w.	14	w.	20	9	48	36	40	33	38	33	45	38	47	39	T.	43	57	49	47
18.....	43	32	38	-5	27	.78	T.	.0	nw.	18	n.	0	10	41	32	40	37	37	37	37	35	38	33	.74	75	96	83	56
19.....	41	26	34	-9	31	.00	.0	.0	nw.	17	nw.	94	3	40	26	30	25	26	22	37	30	37	30	.00	42	46	41	42
20.....	47	30	38	-6	27	.00	.0	.0	ne.	13	e.	70	4	46	30	33	29	31	26	43	34	40	35	.00	58	53	36	59
21.....	67	34	50	+6	15	.00	.0	.0	s.	15	s.	86	6	66	33	35	34	35	34	61	49	59	50	.00	83	91	39	53
22.....	68	51	60	+16	5	.67	.0	.0	s.	21	se.	10	10	67	48	52	49	49	47	65	55	56	55	.66	78	86	54	91
23.....	70	52	61	+16	4	.64	.0	.0	s.	16	nw.	71	8	70	52	57	57	55	55	69	57	60	51	.63	99	100	49	55
24.....	66	45	56	+11	9	.00	.0	.0	n.	11	n.	78	6	65	46	51	46	46	41	62	53	58	52	.00	65	68	49	69
25.....	58	49	54	+8	11	.25	.0	.0	s.	13	e.	0	10	58	48	51	48	49	48	55	54	57	56	.29	81	93	97	94
26.....	66	57	62	+16	3	.03	.0	.0	sw.	6	sw.	11	9	66	55	57	57	57	56	62	62	65	63	.04	100	96	95	91
27.....	83	64	74	+28	0	.10	.0	.0	sw.	23	sw.	72	9	83	61	63	62	66	64	79	68	78	66	.08	93	88	57	55
28.....	66	57	62	+15	3	T.	.0	.0	sw.	17	nw.	50	10	65	54	63	59	62	54	59	45	60	49	T.	79	61	42	41
29.....	75	45	60	+13	5	.00	.0	.0	s.	13	s.	100	0	74	47	50	45	48	45	71	54	66	53	.00	65	78	31	41
30.....	82	53	68	+21	0	.00	.0	.0	s.	11	w.	88	3	80	53	56	49	55	50	78	60	71	57	.00	61	70	32	41
31.....	66	44	55	+7	10	1.02	.0	.0	ne.	16	ne.	0	10	63	43	61	56	51	49	50	49	46	46	.67	75	90	93	97
Average	56.2	38.1	47.2	+4.6	Total 565	Total 3.96	Total T.	0.0	nw.	Max. 33	Dir. nw.	60	6.0	55.5	37.8	43	39	40	37	52	43	49	42	Total 3.42	64	69	47	53
Normal	51.7	33.6	42.6		624	3.75	4.0		nw.			53	5.5															

ATMOSPHERIC PRESSURE

(Sea-level, inches, airport)

Monthly average 30.03;
 Highest 30.65; date 20
 Lowest 29.54; date 10

TEMPERATURE⁴

Highest 83; date 27
 Lowest 23; date 1
 Accumulated departure from normal
 since January 1 +704
 Average daily departure from normal
 since January 1 +7.8
 Washington National Airport
 monthly average 46.6
 total heating degree days (base 65°) 577

WIND

Total movement (miles) 6763
 Average hourly speed (miles) 9.1
 Prevailing direction NW

PRECIPITATION¹

Greatest this month in—

5 minutes 22; date 31
 10 minutes 38; date 31
 15 minutes 46; date 31
 30 minutes 55; date 31
 1 hour 55; date 31
 2 hours 64; date 31
 3 hours 80; date 22-23
 6 hours 1.16; date 22-23
 12 hours 1.30; date 22-23
 24 hours 1.31; date 22-23

Snow, sleet, hail:—

greatest in 24 hours T.; date 3, 15, 18
 Total precipitation since January 1 12.25
 Departure from normal since January 1 +1.68
 Departure from normal this month +0.21

Number of days with precipitation:—

With 0.01 inch or more precipitation 10
 With 0.25 inch or more precipitation 6
 With 1.00 inch or more precipitation 1

CHARACTER OF DAY:—Number of days²

Clear (scale 0 to 3) 8
 Partly cloudy (scale 4 to 7) 12
 Cloudy (scale 8 to 10) 11
SUNSHINE:—Total hours this month 223
 Total hours possible this month 371

MISCELLANEOUS PHENOMENA

(Dates)

Frost: Light 0
 Heavy 0
 Killing 19
 Thunderstorms 25, 31
 Heavy fog 26
 Hail 0
 Sleet 0
 Auroras 0

REMARKS

During the first 17 days of March the precipitation was 1.61 inches below normal. The last 14 days of the month had a precipitation departure of +1.82 inches.

The temperatures averaged near normal during the first 20 days of March. During the last 11 days of the month temperatures averaged 14° above normal. March was the fifth consecutive month having above normal average temperature.

¹"T" indicates trace or amount too small to measure. ²Sunrise to sunset. ³Figures indicate percent of possible sunshine. ⁴Thermometers, City Office, over roof, 56 feet above ground; National Airport, over sod, 5 feet above ground. ⁵As of January 1, 1949, relative humidity values at temperatures below 32° F. are expressed with respect to water rather than with respect to ice, as used prior to that date. See supplement to January 1949 Form 1030.

NOTE.—Data unless otherwise indicated, are City Office, 24th and M Streets, NW. Washington National Airport Office is 3 miles south of the White House.

HOURLY TEMPERATURES FOR MARCH 1949 (City Office)

Date	A. M.												P. M.											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
1	24	24	24	23	23	24	24	26	27	29	31	32	32	33	35	37	37	36	34	32	31	31	30	29
2	29	29	29	28	28	27	27	28	30	31	32	35	38	39	41	42	41	40	39	38	38	37	37	36
3	35	36	37	37	38	38	38	37	39	38	38	38	39	39	41	43	43	43	41	39	38	37	36	34
4	34	31	31	29	29	28	27	28	34	37	39	41	46	48	49	51	52	51	51	47	46	45	45	43
5	43	43	43	42	42	41	41	41	43	47	49	55	60	63	65	65	65	64	62	58	56	54	53	52
6	51	49	50	49	50	52	54	56	54	56	60	66	70	63	62	59	56	53	51	48	47	45	44	42
7	40	37	36	34	33	32	31	29	30	31	31	33	34	36	37	38	40	40	38	36	34	33	32	31
8	30	30	29	28	28	28	28	32	35	39	43	46	48	52	54	56	57	55	52	50	47	43	40	38
9	36	34	33	33	32	31	31	33	43	46	51	56	58	59	58	58	58	58	55	55	54	52	52	51
10	50	49	48	48	48	47	46	45	46	46	48	49	47	46	47	46	45	44	44	44	44	44	43	42
11	40	40	39	37	37	35	36	36	37	37	39	41	43	44	46	45	44	42	40	39	39	38	38	37
12	36	33	33	33	33	32	32	32	33	34	35	36	38	37	38	39	40	39	38	37	36	35	35	35
13	34	33	32	32	32	32	32	31	33	35	37	40	44	46	48	49	50	49	48	45	44	42	41	40
14	39	39	37	36	35	34	34	33	40	43	46	49	51	53	55	55	55	54	53	50	49	47	46	44
15	43	42	40	39	38	37	36	35	44	43	41	35	32	32	33	34	35	35	33	32	31	30	29	28
16	28	28	27	26	26	26	25	26	29	30	31	35	37	38	40	43	44	43	42	41	40	39	39	39
17	39	38	37	38	38	38	38	38	39	40	40	41	44	44	46	47	48	47	47	47	47	45	44	43
18	42	40	39	38	38	38	38	38	38	38	38	36	35	36	37	38	39	39	38	38	37	36	35	32
19	32	30	29	28	27	26	26	26	28	30	32	33	35	36	37	40	41	39	37	36	35	34	33	33
20	32	32	33	33	32	32	31	30	31	34	36	39	42	43	44	46	47	47	45	42	41	40	39	38
21	37	36	36	36	35	34	35	36	43	48	52	57	60	62	65	67	66	65	64	62	60	58	56	55
22	55	54	54	54	54	52	52	51	55	60	63	66	68	68	67	66	65	64	62	59	58	57	57	57
23	58	58	58	58	58	57	56	56	57	59	63	68	68	69	70	70	66	64	62	59	57	55	54	53
24	52	50	50	48	48	46	46	46	51	52	56	61	62	65	66	64	60	60	59	57	56	55	54	54
25	53	52	51	51	50	49	49	50	51	52	53	54	55	56	57	58	57	57	57	57	57	57	57	57
26	58	58	58	58	58	58	58	57	58	59	60	61	61	62	63	64	65	66	66	65	65	64	64	64
27	64	65	65	65	65	66	66	67	68	71	74	75	75	78	71	81	83	81	79	78	77	67	66	66
28	65	64	64	64	64	63	63	62	61	60	60	58	59	60	61	62	62	62	61	60	59	58	57	57
29	66	64	62	60	48	46	45	49	60	63	67	70	72	73	74	75	75	72	68	65	62	61	60	60
30	69	68	67	66	65	64	63	62	66	70	73	76	76	80	81	82	82	80	78	74	71	68	67	66
31	65	63	61	59	56	53	52	51	53	54	54	53	52	51	51	51	51	50	48	46	45	44	44	44

HOURLY PRECIPITATION FOR MARCH 1949 (City Office)

1																								
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	0.04	T.	T.	T.	T.	T.																		
12																								
13																								
14																								
15																								
16																								
17																								
18	T.	0.04	0.07	0.06	0.08	0.15	0.16	0.15	0.02	T.	0.03	.02	T.	0.01										
19																								
20																								
21																								
22																								
23	.34	.10	.17	.08																				
24																								
25																								
26			.01	T.		T.	T.	T.	T.	T.	T.	T.	T.	T.	T.	.02	T.							
27																								
28	T.																				.07	T.	.02	.01
29																								
30																								
31					.01	.08	T.	.01				.02	.21	.01			T.	.01	.08	.07	.52	T.	T.	T.

COMPARATIVE DATA FOR THIS MONTH FROM THE RECORDS OF PREVIOUS YEARS
WASHINGTON, D. C.

March 1871-1949

TEMPERATURE

Highest this month..... 93; date... 23, 1907.
Lowest this month..... 4; date... 4, 1873.

PRECIPITATION

Greatest this month in—
5 minutes..... 0.40; date... 9, 1921
10 minutes..... .50; date... 9, 1921
15 minutes..... .52; date... 9, 1921
30 minutes..... .65; date... 24, 1905
1 hour..... 1.02; date... 24, 1905
2 hours..... 1.19; date... 24, 1905
3 hours..... 1.34; date... 19, 1932
6 hours..... 1.76; date... 27-28, 1932
12 hours..... 2.05; date... 27-28, 1932
24 hours..... 2.80; date... 3-4, 1909
Greatest snowfall, in 24 hours this month since 1888, amount... 11.5; date, 28-29, year, 1942.
Greatest total snowfall, this month since 1888, amount..... 19.3; year, 1914.

WIND

Average hourly speed (miles)..... 8.5
Prevailing direction..... NW.
Maximum speed recorded for this month since 1871, 47; direction, NW.; date, 2, 1914.
Greatest average speed for whole month since 1871, 11.3; year, 1877.

WEATHER

Average number days this month—
Clear..... 10
Partly cloudy..... 10
Cloudy..... 11
With 0.01 inch or more of precipitation... 12
With 0.25 inch or more of precipitation... 4
Greatest number of days this month with 0.01 inch or more of precipitation, 19; year, 1884.

FROST

Average date last killing frost in spring, April 10.
Latest date last killing frost in spring, May 12, 1913.
Average date first killing frost in autumn, October 26.
Earliest date first killing frost in autumn, October 2, 1899.

AVERAGE TEMPERATURE (T) AND TOTAL PRECIPITATION (P) FOR THIS MONTH

	T.	P.		T.	P.		T.	P.
1871	48.0	5.92	1899	42.2	4.94	1927	47.6	1.27
1872	35.4	3.23	1900	38.8	3.07	1928	44.1	2.17
1873	41.8	3.03	1901	45.0	2.64	1929	50.2	2.64
1874	44.5	2.06	1902	46.7	3.78	1930	45.0	2.26
1875	39.1	3.96	1903	50.0	5.73	1931	41.3	3.50
1876	39.4	5.52	1904	42.2	3.02	1932	40.0	6.45
1877	41.0	3.58	1905	45.0	3.81	1933	43.0	3.24
1878	49.4	4.31	1906	37.6	4.62	1934	41.2	4.18
1879	43.5	1.74	1907	48.8	2.79	1935	50.2	3.39
1880	41.8	5.60	1908	47.4	2.45	1936	50.3	4.47
1881	40.1	6.61	1909	42.1	4.76	1937	42.1	1.50
1882	44.1	3.75	1910	51.2	.57	1938	49.8	2.23
1883	37.6	3.27	1911	41.0	2.31	1939	46.4	2.89
1884	42.2	7.24	1912	40.9	6.14	1940	40.7	3.42
1885	34.5	1.53	1913	49.0	4.67	1941	39.8	2.57
1886	42.0	6.41	1914	39.4	2.27	1942	47.4	5.96
1887	38.5	3.83	1915	38.8	1.07	1943	45.4	4.81
1888	37.4	4.53	1916	37.9	2.80	1944	43.0	6.44
1889	43.4	4.20	1917	43.5	6.12	1945	56.2	.84
1890	41.4	3.65	1918	48.4	5.04	1946	53.6	1.84
1891	33.6	8.44	1919	46.4	4.02	1947	40.2	1.24
1892	37.7	5.70	1920	45.6	2.39	1948	48.9	5.31
1893	41.1	1.83	1921	55.5	2.76	1949	47.2	3.96
1894	48.5	.98	1922	45.4	4.74	1950		
1895	41.8	2.69	1923	45.4	4.47	1951		
1896	38.5	5.16	1924	42.6	6.17	1952		
1897	46.0	2.66	1925	46.4	1.60	1953		
1898	48.8	2.62	1926	40.1	2.07	1954		

March 1949

MONTHLY CLIMATOLOGICAL SUMMARY

8

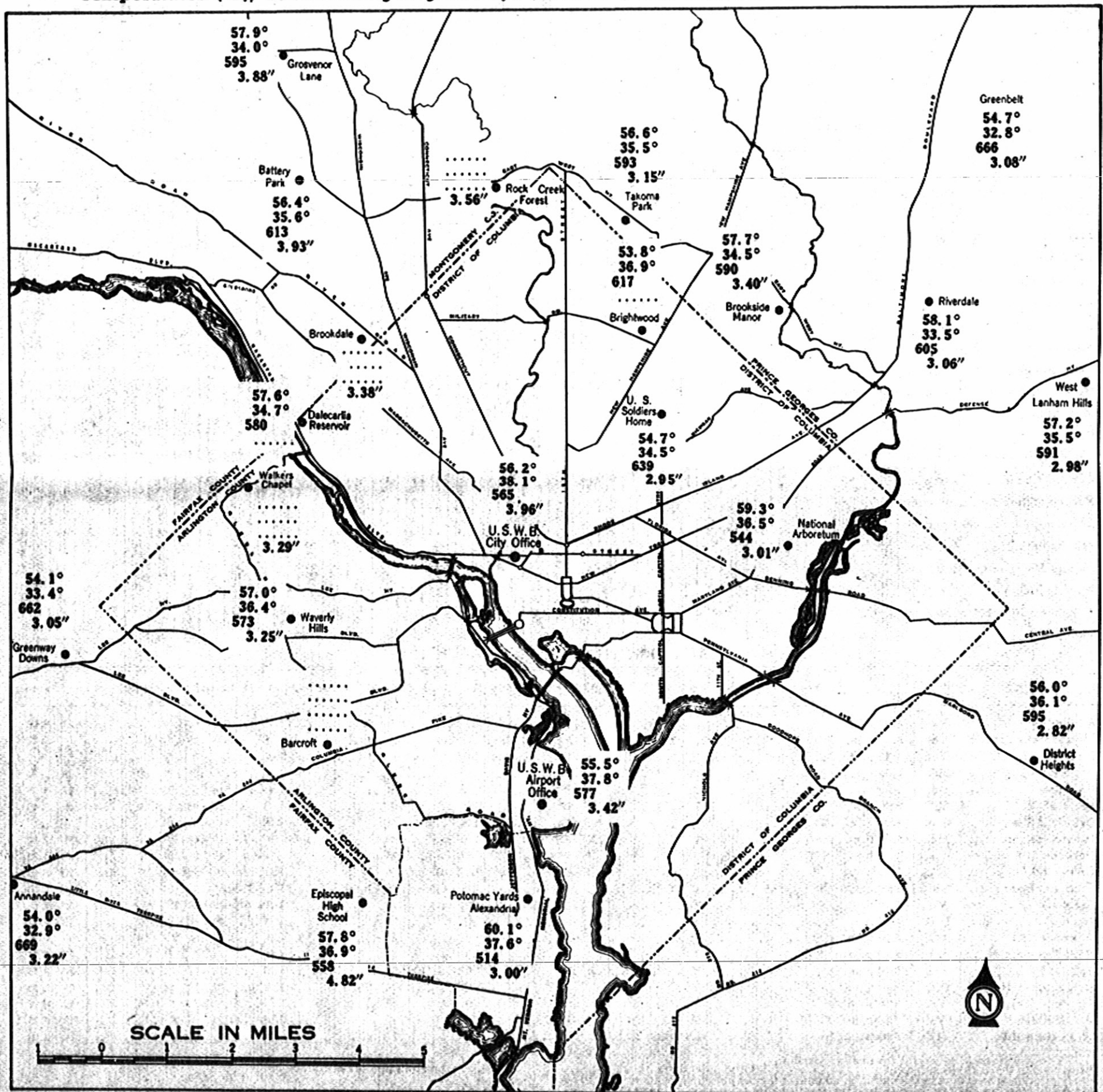
Ceiling and Visibility Frequencies for March 1949

(Based on Hourly Record Observations)

WASHINGTON NATIONAL AIRPORT

VISIBILITY (miles)	CEILING (feet)									Total (hours)
	0	100-200	300-400	500-900	1000-1900	2000-2900	3000-4900	5000-9500	Over 9500	
0 to 1/8		1								1
3/16 to 1/8		8								8
1/2 to 3/4			1							1
1 to 2 1/2		1	15	10	4		2		4	36
3 to 6			1	28	7		8	8	40	92
7 to 15				8	9	10	18	127	439	611
20 to 30										0
35 or more										0
Total (hours)	0	5	17	46	20	10	28	135	483	744

Chart of Washington Area, Presenting for Each Station the Average Highest Temperatures (°F), Average Lowest Temperatures (°F), Total Heating Degree Days (base 65°) and Total Precipitation For March 1949



* Included in the next measurement. † And other dates.
 ‡ Precipitation is measured in the morning, amount is for the preceding 24 hours.
 § Thermometers are read in the morning, temperatures are for the preceding 24 hours.

WB FORM 1030

U. S. DEPARTMENT OF COMMERCE
CHARLES SAWYER, Secretary
WEATHER BUREAU
F. W. REICHELDERFER, Chief

MONTHLY CLIMATOLOGICAL SUMMARY

WITH COMPARATIVE DATA

WASHINGTON, D. C.

75th meridian time

April 1949

WASHINGTON, D. C. (City Office, 24th and M Streets, NW.) Phone: Michigan 3200

WASHINGTON, D. C. (National Airport Office) Phone: National 4830

Date	Temperature (°F.) ⁴				Heating degree days (base 65°)	Precipitation, inches ¹			Wind			Sunshine, percent ³	Average sky cover ² Scale 0 to 10	Temperature (°F.) ⁴										Precipitation total, midnight to midnight	Relative humidity, percent ⁵				
	Extremes		Average	Departure from normal		Total	Snow, sleet, hail	Snow, sleet, hail, ice on ground at 7:30 p. m.	Prevailing direction	Max. speed, miles per hour	Direction of max. speed			Extremes		1:30 a. m.		7:30 a. m.		1:30 p. m.		7:30 p. m.			1:30 a. m.	7:30 a. m.	1:30 p. m.	7:30 p. m.	
	Mid. to mid.													Mid. to midnight	Mid. to mid.	Dry bulb	Wet bulb	Dry bulb	Wet bulb	Dry bulb	Wet bulb	Dry bulb	Wet bulb						
	Max.	Min.																											
1.....	52	40	46	-2	19	0.04	0.0	0.0	n.	15	n.	0	10	50	41	43	42	42	40	48	45	47	43	0.03	89	89	79	75	
2.....	59	37	48	0	17	.00	.0	.0	s.	11	n.	79	5	58	37	42	39	39	35	55	43	51	43	.00	77	67	33	52	
3.....	63	46	54	+5	11	.00	.0	.0	se.	12	e.	15	9	62	44	46	42	45	43	61	51	56	48	T.	72	85	49	58	
4.....	61	44	52	+3	13	.04	.0	.0	nw.	22	n.	72	3	60	44	53	47	46	41	55	43	57	44	.06	67	64	35	83	
5.....	56	42	49	-1	16	.65	.0	.0	e.	18	e.	7	10	56	42	45	42	44	38	55	44	50	45	.51	75	58	40	69	
6.....	60	42	51	+1	14	.07	.0	.0	w.	26	w.	26	8	60	42	48	48	44	42	59	48	54	45	.13	98	84	39	46	
7.....	60	44	52	+2	13	.27	.0	.0	sw.	23	nw.	44	7	60	42	47	40	45	39	54	46	55	50	.34	55	59	56	71	
8.....	58	43	50	-1	15	T.	.0	.0	w.	24	nw.	50	6	59	41	46	44	44	41	56	44	50	43	T.	85	77	36	55	
9.....	61	39	50	-1	15	.00	.0	.0	nw.	23	nw.	100	0	61	39	44	40	42	35	56	44	58	45	.00	67	49	35	32	
10.....	63	38	50	-1	15	.00	.0	.0	nw.	14	nw.	100	5	63	39	46	37	42	36	58	45	59	45	.00	87	51	32	28	
11.....	62	48	55	+3	10	.00	.0	.0	s.	9	n.	7	10	60	47	50	43	49	44	55	45	58	47	T.	57	69	45	40	
12.....	73	45	59	+7	6	T.	.0	.0	se.	12	s.	20	9	72	46	49	45	48	43	70	58	64	57	T.	74	68	45	63	
13.....	62	54	58	+6	7	.24	.0	.0	e.	14	e.	0	10	62	53	58	54	53	53	60	59	57	55	.23	75	100	93	89	
14.....	74	54	64	+11	1	.00	.0	.0	w.	16	nw.	68	6	74	54	54	53	62	56	72	60	69	60	.00	92	80	49	59	
15.....	85	53	69	+16	0	.00	.0	.0	sw.	24	sw.	75	3	86	53	57	55	60	56	84	62	73	54	.00	88	78	27	26	
16.....	53	40	46	-8	19	.00	.0	.0	w.	25	w.	33	8	54	40	52	42	46	37	47	38	43	36	.00	39	42	41	47	
17.....	59	35	47	-7	18	T.	.0	.0	nw.	19	nw.	78	6	59	35	40	34	38	32	53	40	54	43	T.	48	49	26	36	
18.....	62	47	54	0	11	.41	.0	.0	s.	24	nw.	10	9	60	47	48	45	48	45	54	50	50	49	.39	78	80	79	94	
19.....	56	40	48	-7	17	.00	.0	.0	w.	17	nw.	73	4	55	41	47	42	45	39	53	43	50	42	.00	65	58	41	49	
20.....	68	43	56	+1	9	.00	.0	.0	w.	17	nw.	95	0	68	42	45	40	45	40	63	49	62	49	.00	65	66	31	36	
21.....	80	49	64	+9	1	.00	.0	.0	s.	8	e.	72	7	79	48	51	45	50	44	74	57	70	57	.00	63	61	32	43	
22.....	61	57	59	+3	6	.26	.0	.0	s.	15	sw.	5	10	62	57	58	52	59	54	60	59	61	58	.23	68	71	94	83	
23.....	74	54	64	+8	1	T.	.0	.0	s.	26	nw.	57	6	74	54	56	56	54	54	73	60	67	54	T.	98	100	47	40	
24.....	60	48	54	-2	11	T.	.0	.0	nw.	28	nw.	64	5	60	48	58	48	54	49	56	46	53	44	T.	47	68	46	47	
25.....	66	42	54	-3	11	.00	.0	.0	nw.	13	nw.	100	1	63	42	48	42	45	37	59	47	60	49	.00	62	60	38	42	
26.....	86	49	68	+11	0	.00	.0	.0	s.	13	s.	100	6	84	49	51	45	52	46	76	58	78	58	.00	65	65	31	28	
27.....	72	60	66	+9	0	.03	.0	.0	w.	16	w.	2	10	72	61	65	65	62	59	72	62	65	62	.02	62	82	59	87	
28.....	67	51	59	+1	6	.00	.0	.0	n.	18	n.	70	6	66	51	59	58	56	46	63	48	60	45	.00	97	43	28	26	
29.....	68	45	56	-2	9	.00	.0	.0	s.	13	s.	81	6	65	44	48	42	46	39	63	49	58	48	.00	57	51	31	46	
30.....	74	44	59	+1	6	T.	.0	.0	s.	13	s.	47	10	72	44	49	45	51	48	71	59	64	59	T.	78	81	49	74	
31.....																													
Average	65.1	45.8	55.4	+2.1	Total 297	Total 2.01	Total .0	0.0	s.	Max. 28	Dir. nw.	52	6.6	64.5	45.6	50	45	48	44	61	50	58	49	Total 1.94	70	68	46	52	
Normal	63.2	43.6	53.3		340	3.27	0.4		nw.			58	5.2																

ATMOSPHERIC PRESSURE

(Sea-level, inches, airport)

Monthly average..... 29.96;
 Highest..... 30.41; date 29
 Lowest..... 29.37; date 13

TEMPERATURE⁴

Highest..... 86; date.... 26
 Lowest..... 35; date.... 17
 Accumulated departure from normal
 since January 1..... +766
 Average daily departure from normal
 since January 1..... +6.4
 Washington National Airport
 monthly average..... 55.0
 total heating degree days (base 65°)..... 304

WIND

Total movement (miles)..... 5989
 Average hourly speed (miles)..... 8.3
 Prevailing direction..... S

PRECIPITATION¹

Greatest this month in—

5 minutes..... .08; date.... 7
 10 minutes..... .12; date.... 7
 15 minutes..... .13; date.... 7
 30 minutes..... .19; date.... 7
 1 hour..... .25; date.... 5
 2 hours..... .36; date.... 5
 3 hours..... .47; date.... 5
 6 hours..... .69; date.... 5-6
 12 hours..... .70; date.... 5-6
 24 hours..... .72; date.... 5-6

Snow, sleet, hail:—

greatest in 24 hours..... 0.0; date.....

Total precipitation since January 1..... 14.26

Departure from normal since January 1... +0.42

Departure from normal this month..... -1.26

Number of days with precipitation:—

With 0.01 inch or more precipitation..... 9

With 0.25 inch or more precipitation..... 4

With 1.00 inch or more precipitation..... 0

CHARACTER OF DAY:—Number of days²

Clear (scale 0 to 3)..... 5
 Partly cloudy (scale 4 to 7)..... 13
 Cloudy (scale 8 to 10)..... 12
SUNSHINE:—Total hours this month..... 206
 Total hours possible this month..... 397

MISCELLANEOUS PHENOMENA

(Dates)

Frost: Light..... 0
 Heavy..... 0
 Killing..... 0
 Thunderstorms..... 1, 18
 Heavy fog..... 0
 Hail..... 0
 Sleet..... 0
 Auroras..... 0

REMARKS

The first part of the month was relatively wet, this was especially true of the period from the 4th to the 7th. During the period April 1 through April 18 the precipitation totaled 1.72 inches, which is 86% of the monthly total of 2.01 inches. The last part of the month was relatively dry.

April was the sixth consecutive month having above normal average temperature.

¹ "T" indicates trace or amount too small to measure. ² Sunrise to sunset. ³ Figures indicate percent of possible sunshine. ⁴ Thermometers, City Office, over roof, 56 feet above ground; National Airport, over sod, 5 feet above ground. ⁵ As of January 1, 1949, relative humidity values at temperatures below 32° F. are expressed with respect to water rather than with respect to ice, as used prior to that date. See supplement to January 1949 Form 1030.

NOTE.—Data unless otherwise indicated, are City Office, 24th and M Streets, NW. Washington National Airport Office is 5 miles south of the White House.

April 1949

Date	A. M.												P. M.											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
1	44	43	42	42	42	42	41	42	44	45	46	46	47	49	50	52	51	50	49	47	45	44	43	42
2	42	41	41	40	39	38	37	38	40	44	47	52	54	56	57	59	59	58	57	54	52	50	49	48
3	48	47	47	47	47	46	46	46	47	52	53	55	59	60	61	63	62	60	59	57	57	56	55	54
4	53	52	52	48	45	44	44	45	47	48	50	52	54	56	57	60	61	60	58	56	52	49	46	45
5	45	43	42	45	44	44	44	44	49	50	54	55	56	56	55	55	54	53	52	50	48	46	47	46
6	48	48	47	47	46	44	42	44	48	49	51	54	57	59	60	59	59	58	56	53	52	51	50	49
7	47	46	46	45	45	44	44	47	55	57	59	60	57	53	54	56	58	57	50	49	48	48	48	47
8	47	46	45	43	43	46	45	46	49	52	53	55	56	58	58	56	55	54	53	49	48	46	45	44
9	45	44	44	42	41	40	39	42	44	47	50	52	53	57	58	60	61	60	59	56	54	53	52	50
10	48	45	44	42	41	39	38	41	43	47	51	54	55	59	60	62	62	63	61	59	57	54	53	50
11	52	51	50	49	48	48	48	49	52	53	54	54	54	56	58	62	61	60	59	57	56	53	51	49
12	48	46	46	45	45	45	46	52	57	60	62	64	66	70	71	73	70	68	67	65	64	63	62	61
13	60	58	57	56	55	54	54	54	55	56	57	59	61	62	62	62	62	60	58	57	57	56	56	55
14	54	56	57	58	59	60	61	64	66	68	69	70	72	72	73	74	73	73	72	69	67	63	61	59
15	58	58	58	58	58	57	58	62	68	70	76	79	83	84	84	85	83	82	78	71	64	58	55	53
16	52	50	49	47	46	44	44	45	46	47	47	47	47	46	46	46	45	44	43	42	41	41	40	40
17	39	39	39	38	37	36	35	37	39	42	44	47	51	53	56	59	58	57	56	55	55	51	51	50
18	48	47	48	48	48	49	49	48	48	48	49	50	52	54	56	56	61	60	53	51	50	50	50	49
19	48	45	44	43	41	41	41	45	49	51	52	53	52	53	55	55	54	53	51	50	49	48	47	46
20	44	44	43	43	43	43	44	46	51	53	57	60	62	64	66	67	68	68	66	63	60	57	55	54
21	53	52	51	50	49	49	49	52	60	64	67	70	74	77	78	79	78	78	75	71	68	65	63	61
22	60	59	58	58	58	58	59	60	61	58	59	59	59	59	60									

[illegible]

April 1871-1949

	T.	P.		T.	P.		T.	P.
1871	58.2	0.91	1899	54.0	1.54	1927	51.9	4.1
1872	56.0	1.77	1900	54.2	1.74	1928	51.9	4.1
1873	53.1	3.19	1901	50.6	6.84	1929	57.6	6.1
1874	47.1	5.65	1902	62.9	2.22	1930	53.2	3.8
1875	48.0	2.29	1903	54.0	4.29	1931	54.2	2.2
1876	51.4	2.43	1904	49.7	2.98	1932	52.6	2.2
1877	52.9	4.87	1905	54.0	2.69	1933	55.7	4.1
1878	53.3	3.82	1906	55.6	3.03	1934	53.9	2.2
1879	51.8	2.39	1907	48.4	3.61	1935	51.9	3.1
1880	55.5	3.81	1908	56.4	1.60	1936	52.2	1.1
1881	50.3	2.08	1909	54.2	2.69	1937	53.4	1.1
1882	50.8	2.55	1910	57.9	5.89	1938	57.1	1.6
1883	50.9	4.09	1911	51.2	2.85	1939	53.4	3.1
1884	50.9	1.86	1912	55.6	2.33	1940	50.8	6.1
1885	53.1	1.71	1913	55.6	6.86	1941	50.8	2.2
1886	55.5	2.71	1914	53.5	3.20	1942	59.0	0.1
1887	51.6	3.24	1915	59.4	.90	1943	51.2	3.1
1888	52.9	1.89	1916	53.4	2.96	1944	53.8	3.1
1889	54.4	9.13	1917	54.2	2.16	1945	56.5	3.1
1890	53.6	2.81	1918	53.2	6.58	1946	56.0	1.1
1891	55.4	2.94	1919	53.8	3.72	1947	57.4	3.1
1892	51.4	4.52	1920	52.6	4.69	1948	55.8	2.1
1893	53.8	3.21	1921	59.2	2.93	1949	55.4	2.2
1894	53.2	3.84	1922	55.6	1.05			
1895	53.8	6.26	1923	53.6	3.94			
1896	56.6	1.07	1924	51.9	5.39			
1897	52.9	3.02	1925	56.9	2.44			
1898	50.9	2.86	1926	51.9	.79			

Extremes in Average Temperature and Total Precipitation Table are indicated by bold face type. All data on this page are from City Office records.

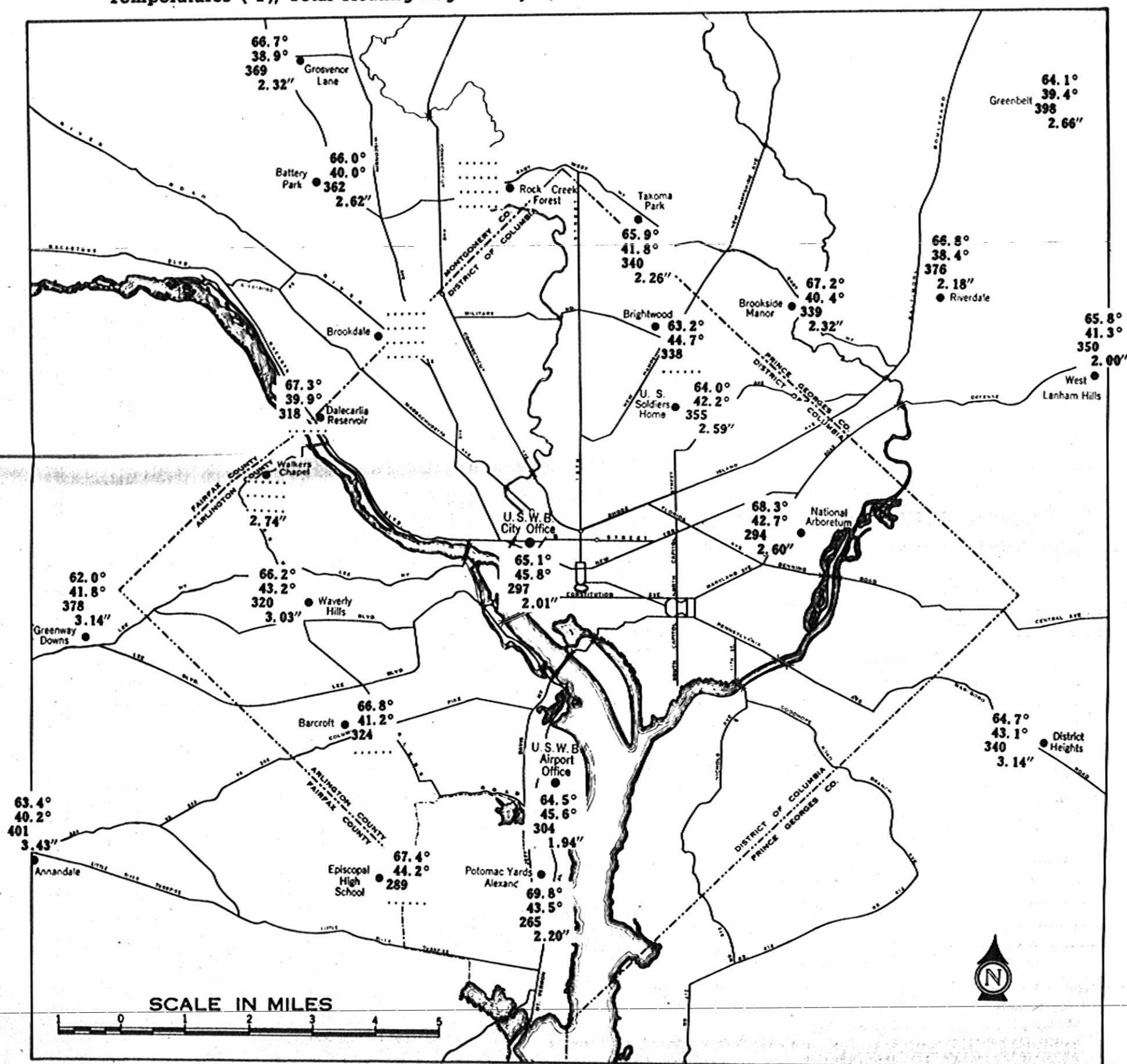
Ceiling and Visibility Frequencies for April 1949

(Based on Hourly Record Observations)

WASHINGTON NATIONAL AIRPORT

VISIBILITY (miles)	CEILING (feet)									Total (hours)
	0	100-200	300-400	500-900	1000-1900	2000-2900	3000-4900	5000-9500	Over 9500	
0 to 1/8		1								1
3/16 to 3/8		2	1							3
1/2 to 3/4		2	2							4
1 to 2 1/2			3	1	5	2			3	14
3 to 6				13	8		3	6	41	70
7 to 15				12	6	9	21	105	475	628
20 to 30										0
35 or more										0
Total (hours)	0	5	6	26	19	11	24	110	519	720

Chart of Washington Area, Presenting for Each Station the Average Highest Temperatures (°F), Average Lowest Temperatures (°F), Total Heating Degree Days (base 65°) and Total Precipitation For April 1949



Data from Cooperative Stations in Metropolitan Network

CLIMATOLOGICAL DATA FOR APRIL 1949

Stations	State	Latitude N. ° ' "	Longitude W. ° ' "	Elevation, feet	Temperatures, in degrees Fahrenheit							Precipitation in inches						
					Average	Highest	Date	Lowest	Date	Number of days		Total	Greatest daily measurement	Date	Total snow, sleet, hail (unmelted)	Number of days		
										Maximum 90° or above	Minimum 32° or below					0.01 inch or more	0.25 inch or more	1.00 inch or more
Alexandria	Va.	38° 49'	77° 08'	20	56.6	86	15†	35	17	0	0	2.20	0.73	6	0.0	10	2	0
Annandale.....	Va.	38° 49'	77° 12'	310	51.8	86	27	31	17	0	2	3.43	.91	6	.0	12	5	0
Barcroft.....	Va.	38° 52'	77° 06'	190	54.0													
Battery Park.....	Md.	39° 00'	77° 07'	338	53.0	84	15†	30	17	0		2.62	.91	6	.0	13	3	0
Brightwood.....	D. C.	38° 57'	77° 01'	260	54.0	84	16†	35	17	0	0							
Brookdale.....	Md.	38° 57'	77° 06'	277														
Brookside Manor.....	Md.	38° 58'	76° 58'	50	53.8	86	15	31	7†	0	4	2.32	.78	6	.0	10	4	0
Dalecarlia Reservoir.....	D. C.	38° 56'	77° 07'	146	53.6	85	15†	33	5†	0	0		.92	6	.0			
District Heights.....	Md.	38° 51'	76° 54'	272	53.9	84	15†	33	17	0	0	3.14	1.06	1	.0	11	7	1
Episcopal High School.....	Va.	38° 49'	77° 06'	260	55.8	85	15†	33	5†	0	0		.85	6	.0			
Greenbelt	Md.	39° 01'	76° 52'	200	51.8	85	16	30	17	0	0	2.66	.65	6	.0	13	4	0
Greenway Downs.....	Va.	38° 53'	77° 11'	337	51.9							3.14	.88	6	.0	11	5	0
Grosvener Lane.....	Md.	39° 01'	77° 09'	330	52.8	85	26	29	5†	0	8	2.82	.77	6	.0	13	3	0
National Arboretum.....	D. C.	38° 54'	76° 58'	70	55.6	86	15	32	17†	0	2	2.60	.72	1	.0	11	3	0
Riverdale.....	Md.	38° 56'	76° 56'	45	52.6	86	26	29	5†	0	6	2.18	.64	6	.0	9	4	0
Rock Creek Forest.....	Md.	39° 00'	77° 04'	200														
Takoma Park.....	Md.	38° 59'	77° 00'	230	53.8	85	15	32	17	0	1	2.26	.75	6	.0	10	4	0
U. S. Soldiers' Home.....	D. C.	38° 56'	77° 01'	230	53.1	84	16	32	17	0	1	2.69	.66	6	.0	11	5	0
Walker's Chapel.....	Va.	38° 56'	77° 06'	240								2.74	.93	6	.0	12	4	0
Waverly Hills.....	Va.	38° 53'	77° 07'	340	54.7	85	15	32	17	0	1	3.08	.85	6	.0	11	5	0
W. Lanham Hills.....	Md.	38° 57'	76° 53'	165	53.6	85	15	32	2†	0	3	2.00	.60	6	.0	10	4	0

DAILY TEMPERATURES FOR APRIL 1949

Stations	For 24 hrs. ending at	Max. and Min.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Aver- age	
Alexandria, Va.	4:00 p. m.	Maximum. Minimum.	51 41	60 37	62 44	62 44	61 38	61 38	63 41	60 37	62 38	63 38	64 40	72 44	72 44	76 43	86 52	86 43	86 35	86 47	63 38	63 38	69 41	79 46	70 56	75 53	60 47	75 42	86 48	86 61	68 46	76 38	76 42	69.8	
Annandale, Va. †	6:30 a. m.	Maximum. Minimum.	53 41	52 38	57 41	57 42	59 34	59 34	60 37	59 38	60 33	60 33	62 42	62 42	62 53	62 50	62 52	62 41	62 39	62 34	58 34	58 34	55 34	64 38	60 48	66 50	66 50	66 50	66 52	66 52	66 52	66 52	66 52	63.5	
Barcroft, Va.	7:30 p. m.	Maximum. Minimum.	59 41	62 38	62 38	60 34	67 34	61 34	60 34	60 34	61 34	62 34	62 34	71 41	75 41	85 41	85 31	85 31	85 31	85 31	89 34	89 34	89 34	84 34	84 34	84 34	84 34	84 34	84 34	84 34	84 34	84 34	84 34	66.8	
Battery Park, Md.	6:00 p. m.	Maximum. Minimum.	51 39	58 31	60 41	60 41	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60 38	60.0
Brightwood, D. C. †	8:00 a. m.	Maximum. Minimum.	53 40	50 36	57 43	59 43	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60 45	60.0	
Brookside Manor, Md.	6:00 p. m.	Maximum. Minimum.	51 40	60 35	62 39	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60 43	60.0	
Dalecarlia Res., D. C.	3:00 p. m.	Maximum. Minimum.	52 41	57 34	62 42	62 42	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59 38	59.9	
District Heights, Md.	7:00 p. m.	Maximum. Minimum.	48 39	58 35	60 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59 35	59.9	
Episcopal H. S., Va.	4:00 p. m.	Maximum. Minimum.	52 47	62 35	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62 42	62.4	
Greenbelt, Md. †	7:30 a. m.	Maximum. Minimum.	52 39	58 32	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61 40	61.4	
Greenway Downs, Va. †	7:00 a. m.	Maximum. Minimum.	54 40	52 36	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57 42	57.4	
Grosvener Lane, Md.	6:00 p. m.	Maximum. Minimum.	52 39	58 32	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60 40	60.0	
Nat. Arboretum, D. C.	4:00 p. m.	Maximum. Minimum.	49 40	59 35	62 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61 42	61.4	
Riverdale, Md.	6:00 p. m.	Maximum. Minimum.	50 40	58 35	62 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60.0	
Takoma Park, Md.	6:00 p. m.	Maximum. Minimum.	50 40	58 35	62 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60 42	60.0	
Soldiers' Home, D. C. †	8:00 a. m.	Maximum. Minimum.	53 38	50 30	57 39	61 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60 36	60.0	
Waverly Hills, Va.	6:00 p. m.	Maximum. Minimum.	52 39	60 35	62 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60 41	60.0	
W. Lanham Hills, Md.	6:30 p. m.	Maximum. Minimum.	48 39	58 32	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61 38	61.3	

DAILY PRECIPITATION FOR APRIL 1949

Stations	State	For 24 hours ending at	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Alexandria	Va.	4:00 p. m.	0.19			0.06		0.78	T.	0.26					0.17	0.12				0.20	0.20			0.23						0.04					2.20
Annandale ¹	Va.	6:30 a. m.	.58	0.03		.04		.91	0.01	.25	T.		T.		.07	.23				.09	.45			0.74			T.		.03	T.					3.43
Barcroft	Va.	7:30 p. m.	M			.07	T.	.82	.07	.20					.42	T.				M	M	M	M	M	M				.04			T.			
Battery Park	Md.	6:00 p. m.	.13			.07	T.	.91	.02	.19			T.		.45	.05				.18	.23			.27	.06	.01				.05			T.		2.62
Brookdale	Md.	7:00 p. m.																																	
Brookside Manor	Md.	6:00 p. m.	.27	T.		T.	T.	.78	.02	.21			T.	T.	.19	.06				.12	.34			.32	.01					T.			T.		2.32
Dalecarlia Reservoir	D. C.	3:00 p. m.	.04					.05	.92		.19				.38					.24	.27			.24	.03					M	M				
District Heights	Md.	7:00 p. m.	1.06					.25	.59	.04	.29			T.		.30	T.			.29	.09			.25	.01	T.				.08			T.		3.14
Episcopal High School	Va.	4:00 p. m.	.88	.15		.06	.01	.85	.02	.86		M			.30	.37	M	M		.23	.25			.42	.02	.01				.04					
Greenbelt ¹	Md.	7:30 a. m.	.47	.05		.14		.65		.18					.09	.14				.14	.40			.83	.02				.03	.01					2.66
Greenway Downs ¹	Va.	7:00 a. m.	.83	.01		.04		.88	T.	.29	T.				.08	.20				.20	.28			.32	T.	T.			T.	.01					3.14
Grosvener Lane	Md.	6:00 p. m.	.14	.02	T.	.07	T.	.77		.20			0.01		.38	.06				.27				.24	.06	.06				.04					2.32
National Arboretum	D. C.	4:00 p. m.	.72			.07		.64	.02	.27					.15	.06				.19	.24			.22						.02					2.60
Riverdale	Md.	6:00 p. m.	.27			.06	T.	.64	.20	T.					.24					.44	T.			.28			.02			.03					2.18
Rock Creek Forest	Md.	6:00 p. m.																																	
Takoma Park	Md.	6:00 p. m.	.17			.07	T.	.75		.18			T.		.26	.08				.23	.27			.27		.08				T.			T.		2.26
U. S. Soldiers' Home ¹	D. C.	8:00 a. m.	.60	.01		.05		.66	T.	.26					.08	.18				.11	.30			.31					.02						2.69
Walker's Chapel	Va.	6:00 p. m.	.28			.05	.01	.93	.02	.19			T.		.47	.02				.22	.24			.28						.03					2.74
Waverly Hills	Va.	6:00 p. m.	.75	T.	T.	T.	T.	.85	.01	.25			T.		.41	.05				.22	.20			.25	.01	T.			.08			T.			3.06
W. Lanham Hills	Md.	6:30 p. m.	.26	T.		.10	T.	.60	.01	T.			T.		.22	.02				.06	.40			.30	T.					.01					2.00

ing, Acting Chief of U. S. Weather Bureau and that full faith and credit should be given his certificate as such.

In witness whereof, I have hereunto subscribed my name, and caused the seal of the Department of Commerce to be affixed this twelfth day of July, one thousand nine hundred and forty-nine.

For the Secretary of Commerce:

/s/ Gerald Ryan
Chief Clerk.

Ralph Berlow
637 Woodward Bldg.
Washington, D. C.

* * * *

46 Filed Aug 30 1949 Harry M. Hull, Clerk

*Additional Points and Authorities in
Opposition to Motion for Summary Judgment.*

In the original points and authorities filed in opposition to the motion for summary judgment, the point was made that this Court is bound by the ruling of Judge Morris on the motion of the defendant to dismiss. Further research on the part of the plaintiff's counsel has unearthed the following authorities in support of that proposition:

Davis vs. Davis, 68 App. D. C. 240

District of Columbia vs. Brewer, 32 App. D. C. 388

Commercial Union of America Inc. vs. Anglo-South American Bank Ltd., 10 Fed. 2nd 937

C. I. T. Corporation vs. Sanderson, 49 F. (2d) 937

Respectfully submitted,

/s/ Austin F. Canfield
Austin F. Canfield

/s/ Ralph F. Berlow
Ralph F. Berlow

Attorneys for Plaintiffs
637 Woodward Building

* * * *

47 *Order Granting Motion for Summary
Judgment*

Upon consideration of defendants' motion for summary judgment, the supporting affidavits and the pleading, and after oral argument of counsel, it is by the Court this 2nd day of September 1949,

ORDERED and ADJUDGED, that the motion be granted and that judgment be entered for the defendant, with costs to be paid by the plaintiff.

/s/ Edward M. Curran
Judge

* * * *

48 Filed Sep 27 1949 Harry M. Hull, Clerk

Notice of Appeal

Notice is hereby given this 27th day of September, 1949, that Sarah McCann and Raymond T. Howard hereby appeal to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 2nd day of September, 1949, in favor of Hedwiġa S. Keegan, Arthur C. Keefer, Richard A. Norris and Edgar E. Quayle, defendants, against said Sarah McCann and Raymond T. Howard and wherein a motion for Summary Judgment of the defendants was granted.

/s/ Austin F. Canfield
Austin F. Canfield

/s/ Ralph F. Berlow
Ralph F. Berlow

Attorneys for plaintiffs,
637 Woodward Bldg.,
Washington 5, D. C.

Filed Aug 10 1949 Harry M. Hull, Clerk
INTERROGATORIES UNDER RULE 33
F. R. C. P.

* * * *

53 INTERROGATORIES ON BEHALF OF
PLAINTIFFS, RAYMOND T. HOWARD and
SARAH McCANN TO BE ANSWERED UNDER OATH
BY DEFENDANT, ARTHUR C. KEEFER.

* * * *

56 5. Is Helen Gooden related by blood or marriage to Hedwiga S. Keegan? If so, state the relationship.

A. Yes, daughter.

6. When the second trust note involved in this cause was acquired by Helen Gooden, did you advise her on any of the matters connected therewith?

A. I imparted to her the fact that the Title Company's report showed that the note which she purchased was a second trust note.

7. When this second trust note here involved was acquired by Harry D. Smith, did you advise him as to any of the matters connected therewith?

A. I imparted to him the fact that the Title Company's report showed that the note which he purchased was a second trust note.

SURFACE WEATHER OBSERVATIONS

DAILY RECORD

Station Washington, D. C. (City office, 24th and M. Sts. N. W.)Date April 1, 1949

Time (E.S.T.)	Temperature (°F)	Precipitation (inches)	WIND		Sunshine (minutes)	Sky Cover (Scale 0-10)	Lowest Visibility (miles)	Weather and Obstructions to Vision	Relative Humidity	10	12	13	14
			Direction	Speed (M.P.H.)									
00-01													
01-02													
02-03													
03-04													
04-05													
05-06													
06-07													
07-08													
08-09													
09-10													
10-11													
11-12													
12-13													
13-14													
14-15													
15-16	52	T	N	2	0	10	3	RH	74				
16-17	51	T	NW	8	0	10	3	RH	—				
17-18	50	T	N	12	0	10	8		80				
18-19													
19-20													
20-21													
21-22													
22-23													
23-00													
Sum													
Average													
Misc.													

Beginnings and endings of meteorological phenomena; Remarks, notes, etc.

FILED
JUL 22 1949
HARRY M. HULL, CHM

H Began 1020

R Began 1515

R Ended 1732 H Ended 1710

SYMBOLS USED IN COLUMN 9

A-Hail	E-Sleet	K-Smoke	R-Rain	ZL-Freezing Drizzle
BS-Blowing Snow	F-Fog	L-Drizzle	S-Snow	ZR-Freezing Rain
D-Dust	H-Haze	N-Sand	T-Thunderstorm	

SCHEDULED OBSERVATIONS

Time (LST)	Station Pressure	Dry Bulb	Wet Bulb	Dew Point	Rel. Humid.	Temperature	Precipitation	Snowfall	Snow, Sleet, Hail or Ice on the Ground	Height 850 MB Surface
15	16	17	18	19	20	21	22	23	24	25

SUMMARY OF DAY (MIDNIGHT TO MIDNIGHT)

Temperature				24 Hour Precip (Water Equiv.)	24 Hour Snowfall Sleet Hail	Snow, Sleet, Hail or Ice on Ground	Wind (M.P.H.)				River Stage
24 Hour Max	24 Hour Min.	Average Temper- ature	Normal Temper- ature				Max Average 5 minute Speed and Direction	Time (LST)	Fastest Mile and Direction	Time (LST)	
27	28	29	30	31	32	33	34	35	36	37	38

EXCESSIVE PRECIPITATION

The excessive amounts for all 12 periods are entered whenever the amount for one or more periods equals or exceeds the rate of .01 inch per minute plus .20 inch	Minutes												51	52	53
	5	10	15	20	30	45	60	80	100	120	150	180			
	39	40	41	42	43	44	45	46	47	48	49	50			

STATION PRESSURE COMPUTATIONS

Time (LST)			
54			
Attached Thermometer			
55			
Observed Barometer			
56			
Total Correction			
57			
Station Pressure			
58			
Barograph Reading			
59			
Barograph Correction			
60			

61

Additional remarks and notes:

In column 3, precipitation in inches, T indicates a trace of rain in each of the hours from 3 PM (1500) to 6 PM (1800). That is, traces of rain, quite light, not in a measurable amount. A trace of precipitation is 0.005 inch or less.

This is a copy of the Official U. S. Weather Bureau record.

Wills A. Wood

Meteorological Aid, in charge of Observatory

29

BRIEF FOR APPELLEES

IN THE

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

United States Court of Appeals

For the

District of Columbia Circuit

No. 10,466 FILED JAN 23 1950

Joseph W. Stewart

SARAH McCANN, RAYMOND T. HOWARD, *Appellants,* CLERK

v.

HEDWIGA S. KEEGAN, ARTHUR C. KEEFER,
ET AL., *Appellees.*

Appeal from the United States District Court for the
District of Columbia.

ARTHUR C. ELGIN

ARTHUR C. KEEFER

Attorneys for Appellees.

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IN THE

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT.

No. 10,466.

SARAH McCANN, RAYMOND T. HOWARD, *Appellants*,

v.

HEDWIGA S. KEEGAN, ARTHUR C. KEEFER,
ET AL., *Appellees*.

Appeal from the United States District Court for the
District of Columbia.

BRIEF FOR APPELLEES.

COUNTER STATEMENT OF THE CASE.

The amended complaint (Joint App. 2A) admits the execution of the deed of trust, conveying Lot 818 in Square 2549, improved by premises 1826 Biltmore Street, Northwest, Washington, D. C., to Arthur C. Keefer and Richard A. Norris, as trustees, to secure Hedwiga S. Keegan \$5400.00, the balance of the purchase price of said property, represented by a joint and several note, bearing

interest at 6%, principal and interest payable in monthly installments of \$168.75; that the plaintiffs defaulted in their payments and the trustees advertised and sold the property at public auction in front of the premises for \$6,300 subject to a first trust of \$15,000 (a total of \$21,300), on Friday, April 1, 1949, to defendant, Quayle. The record shows that the sale was announced at 4:00 P. M. and that between 3:15 and 5:32 P. M. on April 1, 1949, there were traces of rain in the District of Columbia, quite light, and not measurable by the United States Weather Bureau (Joint App. 27A); that the property was advertised in five issues of the Evening Star Newspaper prior to the date of sale (Joint App. 17A); that the sale was conducted by Adam A. Weschler (Joint App. 9A); that the trustees and a number of persons were in attendance at the sale; that the bidding was spirited; that no one left the sale of the property because of inclement weather (Joint App. 9A to 18A inclusive); that the auctioneer at the time of the sale announced that the garage was located in the rear of the building instead of being a built-in garage, thus correcting the error in the notice of sale, which stated, in part: "trustees' sale of two-story detached brick dwelling, No. 1826 Biltmore Street, N. W., modern improvements, oil heat, built-in garage"; that at the time of the sale twelve monthly installments were overdue and unpaid on said note and in addition thereto, interest on a first trust of \$15,000.00, at the rate of 4½% per annum, had not been paid since April 13, 1948 (Joint App. 12A and 16A); that the holders and owners of the note secured by the deed of trust which was foreclosed were, at the time of the sale and for a long time prior thereto, Harry L. Smith and Helen Gooden (Joint App. 12A); that the defendant, Keefer, did not represent said holders in any matters relating to said note. He did, however, impart to each of them at the time they acquired the note the fact that the Title Company report showed that the note which they were purchasing was a second trust note on said

property (Joint App. 25A). The record further shows that the defendants filed a motion to dismiss the amended complaint because it failed to state a claim upon which relief could be granted, which motion was denied *without prejudice* (Joint App. 5A) (emphasis supplied). Thereafter the defendants filed a "Joint and Several Answer" (Joint App. 5A) with a motion for summary judgment and supporting affidavits (Joint App. 8A), which, after hearing, was granted.

SUMMARY OF ARGUMENT.

1. The United States District Court for the District of Columbia has full authority to grant a summary judgment in cases where there is no genuine issue as to any material fact.

2. Notice or advertisement of sale under a deed of trust is sufficient if it reasonably apprises the public of the property intended to be sold, notwithstanding an inaccuracy in describing the property.

3. Weather conditions were not such as to interfere with a proper sale of the property.

4. The relationship of the trustee, Keefer, that of attorney and client, to the original holder of the note, was known to the appellants and was not such as to make it impossible for said trustee to be impartial and, furthermore, at the time of the sale and for a long time prior thereto, the original noteholder had disposed of the note to persons who were not represented by the trustee, Keefer.

5. While the property sold for an adequate price, yet inadequacy of the price alone does not constitute grounds for setting aside a foreclosure sale, unless the inadequacy is such as to shock the conscience and of itself suggests fraud or misconduct.

ARGUMENT.

1. **The United States District Court for the District of Columbia has full authority to grant a summary judgment in cases where there is no genuine issue as to any material fact.**

The Court below committed no error in granting the defendants' motion for a summary judgment, said Court having full authority to grant such a motion because the record shows that there was no genuine issue as to any material fact.

Rule 56, "Summary Judgment", Federal Rules of Civil Procedure.

In the case at bar, the record raises no genuine issue of fact. The advertisement or notice of the sale reasonably apprised the public of the property to be sold, weather conditions were not such as to prevent a proper sale; the trustee, Keefer, was not attorney for the holders of the note at the time of sale, and the fact that he was attorney for the previous note holder was well known to the appellants at the time the note and deed of trust were executed, and the property sold for an adequate price.

2. **Notice or advertisement of sale under a deed of trust is sufficient if it reasonably apprises the public of the property intended to be sold, notwithstanding an inaccuracy in describing the property.**

The notice of sale stated that the property would be sold in front of the premises, that the improvements consisted of a two-story detached brick dwelling, No. 1826 Biltmore Street, N. W., with modern conveniences, oil heat and built-in garage. While the advertisement did not state that the premises had a third floor with several unfinished rooms, it did apprise the public that a two-story detached brick dwelling with modern conveniences, oil heat and built-in garage was to be sold, and the fact that no refer-

ence was made therein to an attic,—or to a basement,—is, we submit, immaterial. Furthermore, the error with reference to the description of the garage was immaterial and was corrected by the auctioneer when he announced the sale.

The law requires only that the public be reasonably apprised of property intended to be sold. This doctrine is clearly stated by the Supreme Court of the United States in *Newman v. Jackson*, 25 U. S. (12 Wheat) 570, as follows:

“The law has prescribed no particular form for a notice of this description. It is sufficient if, upon the whole matter, it appears calculated reasonably to apprise the public of the property intended to be sold. * * * We all think that the notice was, notwithstanding the mistake in part of the description, certain to a common and reasonable extent, and that is sufficient.”

The principle enunciated in *Newman v. Jackson*, *supra*, has been followed in many cases, including:

Chandler v. Cook, 2 MacArthur (9 D. C.) 176

Lewis V. Beale, 162 Md. 18

Weber v. Merowitz, 160 Md. 674

Bregel, et al. v. Beckman, 157 Md. 471

Mahoney v. Mackubin, 52 Md. 357.

3. Weather conditions were not such as to interfere with a proper sale of the property.

The appellants, in their amended complaint, alleged that it was raining at the time the bidding commenced.

The sale was held at 4:00 P. M. on April 1, 1949, and the report of the United States Weather Bureau (Joint App. 27A) shows that, between 3:15 P. M. and 5:32 P. M. on that day, there were traces of rain in the District of Columbia, quite light, and not even in an amount sufficient to be measured by the Weather Bureau. The affidavits filed herein (Joint App. 9A to 18A, inc.) show conclusively that, while there may have been a few drops of rain prior to or during the course of the sale, the weather conditions were

not such as to (a) cause the auctioneer to close his book, which he kept open during the entire sale and from which he read the notice of sale as published by the trustees; (b) to cause anyone to have an umbrella; or (c) to cause anyone to leave during the progress of the sale. Said affidavits also show that there were a number of persons present—approximately 35; that there were a goodly number of bidders present, and that the bidding for said property was spirited (Joint App. 13A).

In *Anderson v. White*, 2 Apps. D. C. 408, the Court stated:

“The fact that ‘times are hard’ or ‘money scarce’ or ‘the time of year unpropitious’ or that the property would likely sell for a great deal more at a later date, affords no grounds for equitable relief * * * that the excessive cold prevented the attendance of bidders is not sufficient because it appears from the allegations that there were bidders and no sufficient fact is alleged from which the Court can determine whether or not prospective bidders were reasonably prevented from attending the sale. In some sections, if this be a sufficient allegation, a valid sale could hardly expect to be made in the winter while in others, excessive heat might be alleged as a preventative at other seasons.”

To the same effect see also *Mutual Life Insurance Co. v. Barker*, 17 Apps. D. C. 205, and *Mahoney v. Mackubin*, *supra*.

4. The relationship of the trustee, Keefer, that of attorney and client, to the original holder of the note, was known to the appellants and was not such as to make it impossible for said trustee to be impartial and, furthermore, at the time of the sale and for a long time prior thereto, the original noteholder had disposed of the note to persons who were not represented by the trustee, Keefer.

The appellants attempt to place undue emphasis upon the allegation that the defendant, Keefer, as trustee, violated his duties in that he acted as trustee and was also representing the defendant Keegan, the original holder of the note. The defendant Keegan, disposed of the note in question on or about October 25, 1946, to Harry Smith and Helen Gooden (Joint App. 12A). Furthermore, the fact that the defendant, Keefer, was attorney for the original noteholder was well known to the appellants at the time the note and the deed of trust were executed, during which transaction the said defendant, Keefer, represented the defendant, Keegan. (Joint App. 16A and 19A).

The Courts have held that a foreclosure sale is not invalid unless the relationship of the trustees to the holders of the deed of trust note is such as to make it impossible for the trustee to be impartial and that such relationship has remained undisclosed.

Realty Investment & Securities Corp. v. H. L. Rust Co. et al, 71 App. D. C. 213.

The appellants rely, in their brief, upon the case of *Cancelos v. Holloway*, 75 App. D. C. 58. An examination of that case discloses that the mother and father of the holder of the note were the trustees and that the father subsequently acquired the note. Upon default, the trustees sold the property and the makers of the note contended that the sale was void. The Court pointed out that, while it had repeatedly called attention to the impropriety of the

exercise of a power of sale under a deed of trust by a trustee who is, or is closely associated with, the owner of the debt secured, "it is a different matter to set aside, because of a trustee's interest in the debt which has been disclosed to the debtor, a fair sale to an innocent purchaser for value. There is no good reason for disappointing the reasonable expectations of such a purchaser."

This doctrine is also clearly set forth in the case of *Realty Investment & Securities Corp. v. Rust Co.*, *supra*, where this Court, speaking through Mr. Justice Vincent, stated:

"The appellant knew at all times the relationship of the several parties to this cause, was not surprised in any way, but rather acquiesced in these relations. * * * There is no concealment or misrepresentation on the part of the trustee of any fact connected with the transaction. The trustee owned no part of the notes, nor was he connected by blood or marriage with the holders thereof in such manner as would tend to vitiate these several voluntary contracts of appellant. There is nothing in the record to show that he was not perfectly agreeable to appellant for years, until default occurred and pay day arrived, nor any act performed by the trustee which was not in accordance with the fair and impartial duty resting upon him. On the contrary, all of the acts of the trustee and other appellees showed complete good faith upon their part."

5. While the property sold for an adequate price, yet inadequacy of the price alone does not constitute grounds for setting aside a foreclosure sale, unless the inadequacy is such as to shock the conscience and of itself suggests fraud or misconduct.

The appellants allege improper and unfair conduct on the part of the trustees in the management of the sale, but fail utterly and completely to support their conclusions in this respect, by any specific allegations of fact which would constitute in law such improper or unfair conduct. They

furthermore imply that because of the alleged improper and unfair conduct an inadequate price was received for the property. We submit that the sale resulted in an adequate price, namely, \$21,300.00. The appellants purchased the property upon the open market in August of 1946 from the appellee, Keegan, for \$22,900.00. (See Joint App. 16A). The foreclosure took place approximately twenty months later and resulted in a sale for only \$1600.00 less than was received in August of 1946.

The appellants contend that the property would have brought from \$25,000.00 to \$26,000.00 in the open market. If, for the sake of argument, we would admit this conclusion to be true, the price received was still not inadequate, for when property is sold at a foreclosure sale, the circumstances usually result in some reduction in price.

Anderson v. White, supra.

Hitz v. Jenks, 16 App. D. C. 530.

Jackson v. Fuller, 66 App. D. C. 239.

Orlove v. National Savings & Trust Co., 68 App. D. C. 387.

Realty Investment & Securities Corp. v. Rust Co., et al, supra.

Furthermore, the Courts have repeatedly held that inadequacy of price alone will not render a foreclosure sale invalid nor afford grounds for setting aside the sale, unless the inadequacy is such as to shock the conscience and of itself suggest fraud or misconduct.

Mr. Justice Vincent, speaking again in *Realty Investment & Securities Corp. v. Rust Co., supra*, precisely states the doctrine as follows:

"It may well be the property was sold for a sum much less than the valuation placed upon it by the appellant. This is usually so in a forced sale. But this 'is not a sufficient fact from which either fraud may be implied or an accounting secured'."

CONCLUSION.

Counsel is unable to find any material issue of fact in the case before the Court. The appellants, as has been pointed out, executed the note and the deed of trust, the deed of trust note was in default and the trustees were instructed, after the payments were in default approximately one year, to foreclose. The appellants were given ample opportunity to fulfill the obligations which they assumed when they executed the note and the deed of trust, the sale was properly held, and an adequate price was received for the property.

While there may be sympathy for the appellants in the position in which they have found themselves, this is no reason for setting aside the foreclosure sale.

As the Court stated in *Anderson v. White, supra*:

“Wherever the terms of the trust have been followed, and no violation of duty on the part of the trustees can be shown, the hardship of the condition of the mortgagor will not excuse the interposition of Courts of Equity.”

We respectfully submit that under the law and decisions herein cited, the action of the Lower Court in granting appellees motion for a summary judgment, and in entering the judgment, was correct and should be affirmed.

ARTHUR C. ELGIN

ARTHUR C. KEEFER

Attorneys for Appellees.

